

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		RATING	PAGE 1	OF PAGES 80
2. CONTRACT NO.	3. SOLICITATION NO. DTFAWA-08-ACEPS	4. THIS IS A: SMALL BUSINESS SET-ASIDE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		5. DATE ISSUED	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY: Federal Aviation Administration AJA-47, Systems Operations Contract Division 800 Independence Ave, SW Washington, DC 20591				8. ADDRESS OFFER TO (If other than Block 7) Federal Aviation Administration ATTN: Ken Carter, AJA-47, Room 707/GG-8 800 Independence Ave, SW Washington, DC 20591		

SOLICITATION

9. Offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in SEE SECTION L; INSTRUCTIONS TO OFFERORS until 14:00 I Local time 10/28/2008
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.

10. FOR INFORMATION CALL:	A. NAME Ken Carter	B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) 202-267-3012
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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS/WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	
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<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (must be fully completed by Offeror)

12. In compliance with the above, the undersigned agree, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION DATA	
22. RESERVED	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (if other than item 7)		25. PAYMENT WILL BE MADE BY	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE

PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COST

The contractor shall furnish all labor, facilities, materials, services, transportation, preservation, packaging, packing and marking required to furnish and supply items set forth below all in accordance with (IAW) the terms, conditions, and provisions set forth herein. Detailed descriptions of the supplies or services to be furnished can be found in Section C. For additional information regarding the below Contract Line Item Numbers (CLINs) refer to "B.2 Contract Pricing. Also see Section G, G.1 for ordering procedures.

Schedule I -- Base Contract Year

B.1(a) Equipment/Hardware. The contractor shall furnish/supply front terminal Valve Regulated Lead Acid (VRLA) batteries for Uninterruptible Power Modules (UPM) battery string(s); and labor, materials and equipment to replace those batteries.

<u>ITEM SUPPLIES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001 VRLA Battery String. IAW Statement-of-Work (SOW), Section C, Paragraph 4.0, ACEPS Battery and Accessories; and CDRL: E001 Factory Test Data, CDRL: E002 Commercial Support Documentation, CDRL: L001 Battery/Accessories Parts List, and CDRL: L002 Battery Support Equipment List.				
0001A Valve Regulated Lead Acid (VRLA) Battery UPS String, w/3-year battery replacement warranty. IAW Section G, Paragraph G.5	25	STRING		
0001B Battery Support Equipment List. CDRL: L002. IAW Section C, Paragraph 6.2	25	EACH	<u>\$IAW B.2(c)(3)</u>	<u>\$ Ref Exh "A"</u>

**Manufacturer's discount rate applied
pursuant to B.2(c) to CLIN 0001A and
0001B: _____%**

B.1(b) Installation Services. The contractor shall provide all ancillary services including but not limited to services necessary for each VRLA Battery String procured under CLIN 0001, Site Survey, teleconference, pre-installation meeting, battery string installation, battery inside delivery, testing, documentation, cleanup/disposal, and battery string recycle.

0002 Installation

IAW Statement-of-Work (SOW), Section C, Paragraph 5.0, Implementation; and CDRL: E003 Site Survey Report, Contractor's Statement of Work, CDRL: E004 Site Survey Report, Contractor's Statement of Work - Revision 1, CDRL: E005 Site Survey Report, Contractor's Statement of Work - Final, CDRL: E006 Battery Load Test, CDRL: E007 Baseline Readings, CDRL: E008 Certificate of Battery Recycle and Disposal, CDRL: E009 CAI Checklist.

ITEM	SUPPLIES	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
0002A	ZAN Anchorage ARTCC, Anchorage, AK.	1	STRING	\$ _____	\$ _____
0002B	ZSE Seattle ARTCC, Auburn, WA	1	STRING	\$ _____	\$ _____
0002C	ZAU Chicago ARTCC, Aurora, IL	1	STRING	\$ _____	\$ _____
0002D	ZFW Fort Worth ARTCC, Fort Worth, TX	1	STRING	\$ _____	\$ _____
0002E	ZTL Atlanta ARTCC, Jonesville, GA	1	STRING	\$ _____	\$ _____
0002F	ZOB Cleveland ARTCC, Oberlin, OH	1	STRING	\$ _____	\$ _____
0002G	ZDV Denver ARTCC, Longmont, CO	1	STRING	\$ _____	\$ _____
0002H	ZLC Salt Lake ARTCC, Salt Lake City, UT	1	STRING	\$ _____	\$ _____
0002I	ZNY New York ARTCC, Islip, NY	1	STRING	\$ _____	\$ _____
0002J	ZHU Houston ARTCC, Houston, TX	1	STRING	\$ _____	\$ _____
0002K	ZDC Washington ARTCC, Leesburg, VA	1	STRING	\$ _____	\$ _____
0002L	ZKC Kansas City ARTCC, Olathe, KS	1	STRING	\$ _____	\$ _____
0002M	ZMP Minneapolis ARTCC, Farmington, MN	1	STRING	\$ _____	\$ _____
0002N	ZOA Oakland ARTCC, Oakland, CA	1	STRING	\$ _____	\$ _____
0002O	ZAB Albuquerque ARTCC, Albuquerque, NM	1	STRING	\$ _____	\$ _____
0002P	ZME Memphis ARTCC, Memphis, TN	1	STRING	\$ _____	\$ _____
0002Q	ZLA Los Angeles ARTCC, Palmdale, CA	1	STRING	\$ _____	\$ _____

ITEM	SUPPLIES	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
0002R	ZID Indianapolis ARTCC, Indianapolis, IN	1	STRING	\$ _____	\$ _____
0002S	ZMA Miami ARTCC, Miami, FL	1	STRING	\$ _____	\$ _____
0002T	ZJX Jacksonville ARTCC, Jacksonville, FL	1	STRING	\$ _____	\$ _____
0002U	ZBW Boston ARTCC, Nashua, NH	1	STRING	\$ _____	\$ _____
0002V	DFW Dallas/Ft Worth TRACON, Dallas-Ft Worth, TX, airport	1	STRING	\$ _____	\$ _____
0002W	ORD Chicago TRACON, Elgin, IL	1	STRING	\$ _____	\$ _____
0002X	SCT Southern California TRACON, Miramar, CA	1	STRING	\$ _____	\$ _____
0002Y	OEX Training Academy, Oklahoma City, OK	1	STRING	\$ _____	\$ _____

0003 Battery Delivery Service.

0003A	Delivery Outside the contiguous 48 United States (Anchorage, Alaska) CLIN 0002A, IAW F.9 and F.10, reimbursed at contractor's cost IAW H.3.	1	STRING	NTE	\$ 40,000	\$ 40,000
0003B	"Ground Level Delivery" IAW F.11, reimbursed at contractor's cost IAW H.3.			NTE	\$ 2,000	\$2,000
0003C	"Inside Delivery" IAW F.12, reimbursed at contractor's cost IAW H.3.			NTE	\$ 8,000	\$8,000

B.1(c) Program Management

0004 Program Management. IAW Statement of Work (SOW), Section C, paragraph 3.0; and IAW CDRL: M001 Program Plan, CDRL: M004 Employee/Subcontractor Master List, CDRL: Q001 Quality Assurance Plan, and CDRL: L003 ACEPS Batteries Replaced Under Warranty.

ITEM SUPPLIES	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
0004A Quarterly Program Management and Cost Report	4	EA	\$ _____	\$ _____
0004B Monthly ACEPS Battery Replacement Project Schedule Report	12	EA	\$ _____	\$ _____

B.1(d) Conferences and Meetings.

0005 Conferences and Meetings. IAW Statement of Work (SOW), Section C, paragraph 3.1.5; and IAW CDRL: M005 Agenda for Conference and Meetings; CDRL: M006 Meeting Minutes for Conference and Meetings.

0005A Program Manager	40	HR	\$ _____	\$ _____
0005B Technical Support	40	HR	\$ _____	\$ _____
0005C Administrative Support	40	HR	\$ _____	\$ _____

B.1(e) Travel and Subsistence Support.**0006 Travel Support.**

Applicable to CLIN 0005.

Reimbursed at cost IAW Federal Travel Regulations; See H.5.

1	NTE	\$ 3,000	\$ 3,000
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0007 Subsistence Support (Per Diem).

Applicable to CLIN 0005.

Reimbursed at cost IAW Federal Travel Regulations; See H.5.

1	NTE	\$ 3,000	\$ 3,000
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Minimum Guaranteed Quantity; Maximum Dollar Value of Supplies/Services to be Ordered.

The minimum guaranteed quantity of supplies/services to be ordered for the Base Contract Year is \$50,000. The maximum dollar value of supplies/services to be ordered under this contract, which includes the Base Contract Period and four (4) one (1) year contract options, were all to be exercised, shall not exceed \$21,000,000.

B.2 Contract Pricing (Applicable to base contract period and all option contract periods).

(a) The pricing methods/arrangements set forth at B.3 below will be used in pricing contract effort for all CLINs as described at B.1(a) through B.1(f), as well as elsewhere in Part I—The Schedule, and applicable attachments and exhibits.

(b) For all services provided, for which prices are included in the Schedule for CLIN 0002 and 0007, for the Base Period, as well as all corresponding CLINs for Option contract periods 1 through 4 such prices shall not be adjusted.

(c) For CLIN 0001, and Option contract periods 1 through 4, all products/services offered by the contractor through its supplier(s) and/or subcontractor(s), pricing will be in accordance with the actual manufacturer's published price list/catalog, as applicable, less all applicable discounts to the contractor.

(1) It is understood that the discount rates provided at CLIN 1001 to the contractor's supplier(s) and/or subcontractor(s) list/catalog price for Option Contract Period I as well as corresponding CLINs for Option Contract Periods 2 through 4 identified at B.4 shall apply. The contractor shall provide a copy of their or its supplier(s) and/or subcontractor(s) published price list/catalog along with supporting documentation, and completed Optional Contract Period Section – B CLINs, to the FAA Contracting Officer not later than 60 days before the last day of the Base Contract Period as well as Options 1 through 3.

(Note: Prices reflecting the negotiated discount may be rounded up or down to the nearest whole dollar in order to facilitate ordering and invoicing).

(2) Prices for the contractor's Base contract year for CLIN 0001 are incorporated upon award. Prices for corresponding CLINs for Options 1 through 4 identified at B.4 will be established IAW paragraph (c) (1) above.

(d) An adjustment will be made to contract prices based on the methods/arrangements as set forth at B.3(a) below at the time of exercise of any option. Price adjustments agreed to by the parties will become effective at the outset of the respective option period provided the contractor has submitted, in a timely manner, a request for the appropriate adjustment as well as submission of the required supporting documentation. See H.4, Economic Price Adjustment (Supplies).

B.3 Pricing Methods/Arrangements

(a) CLIN 0001 for the Base Period is priced on a firm-fixed-price basis. Corresponding CLIN for Options 1 through 4 as identified at B.4 are priced on a fixed-price with economic price adjustment basis with adjustments based on established prices (see B.2(c) above), offered price discount, and H.4, Economic Price Adjustment (Supplies). Pricing for the Base Period and Options 1 through 4 includes FOB destination delivery within the contiguous 48 States. Shipping costs for items requiring delivery outside the 48 States (CLIN 0003A) are reimbursed IAW Section F, F.10, Diversion of Shipment under F.O.B. Destination Contracts.

(b) CLIN 0002A through 0002Y for the Base Period, as well as all corresponding CLINs for Options 1 through 4 identified at B.4, are priced on per site, per string, firm-fixed-price basis, that includes, site survey, coordination meeting(s)/teleconference(s), implementation, battery string inside delivery, battery string recycle/disposal, travel, per diem, and miscellaneous supplies and cost.

(c) CLIN 0003A, B, and C for the Base Period, as well as all corresponding CLINs for Options 1 through 4 identified at B.4, are reimbursed at contractor's cost IAW H.3. CLINs 0003B and C only exercised when ordering battery strings without tasking installation under CLIN 0002, as well as all corresponding CLINs for Options 1 through 4 identified at B.4.

(d) CLIN 0005 and corresponding CLINs for Options 1 through 4 identified at B.4 are priced on a time-and-materials basis with payments made IAW AMS Clause 3.3.1-5, Payments Under Time-and-Materials and Labor-Hour Contracts.

(e) CLINs 0006 and 0007 and corresponding CLINs for Options 1 through 4 identified at B.4 are priced on a reimbursable basis IAW the FAA's Travel Policy (FAATP); see H.5, Reimbursement of Travel Costs.

B.4 Corresponding CLINs for Contract Base Period and Options 1 through 4.

Base Period	Option 1	Option 2	Option 3	Option 4
<i>B.1(a)</i>	<i>B.1(a)</i>	<i>B.1(a)</i>	<i>B.1(a)</i>	<i>B.1(a)</i>
0001	1001	2001	3001	4001
<i>B.1(b)</i>	<i>B.1(b)</i>	<i>B.1(b)</i>	<i>B.1(b)</i>	<i>B.1(b)</i>
0002	1002	2002	3002	4002
0003	1003	2003	3003	4003
<i>B.1(c)</i>	<i>B.1(c)</i>	<i>B.1(c)</i>	<i>B.1(c)</i>	<i>B.1(c)</i>
0004	1004	2004	3004	4004
<i>B.1(d)</i>	<i>B.1(d)</i>	<i>B.1(d)</i>	<i>B.1(d)</i>	<i>B.1(d)</i>
0005	1005	2005	3005	4005
<i>B.1(e)</i>	<i>B.1(e)</i>	<i>B.1(e)</i>	<i>B.1(e)</i>	<i>B.1(e)</i>
0006	1006	2006	3006	4006
0007	1007	2007	3007	4007

Schedule I – First Option Contract Year

B.1(a) Equipment/Hardware. The contractor shall furnish/supply front terminal Valve Regulated Lead Acid (VRLA) batteries for Uninterruptible Power Modules (UPM) battery string(s); and labor, materials and equipment to replace those batteries.

<u>ITEMS SUPPLIES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1001 VRLA Battery String.				
IAW Statement-of-Work (SOW), Section C, Paragraph 4.0, ACEPS Battery and Accessories; and CDRL: E001 Factory Test Data, CDRL: E002 Commercial Support Documentation, CDRL: L001 Battery/Accessories Parts List, and CDRL: L002 Battery Support Equipment List.				
1001A Valve Regulated Lead Acid (VRLA) Battery UPS String, w/3-year battery replacement warranty. IAW Section G, Paragraph G.5	25	STRING		
1001B Battery Support Equipment List. CDRL: L002. IAW Section C, Paragraph 6.2	25	EACH	<u>\$IAW B.2(c)(3)</u>	<u>\$ Ref Exh "A"</u>

**Manufacturer's discount rate applied
pursuant to B.2(c) to CLIN 1001A and
1001B: _____%**

B.1(b) Installation Services. The contractor shall provide all ancillary services including but not limited to services necessary for each VRLA Battery String procured under CLIN 1001, Site Survey, teleconference, pre-installation meeting, battery string installation, battery inside delivery, testing, documentation, cleanup/disposal, and battery string recycle.

1002 Installation

IAW Statement-of-Work (SOW), Section C, Paragraph 5.0, Implementation; and CDRL: E003 Site Survey Report, Contractor's Statement of Work, CDRL: E004 Site Survey Report, Contractor's Statement of Work – Revision 1, CDRL: E005 Site Survey Report, Contractor's Statement of Work – Final, CDRL: E006 Battery Load Test, CDRL: E007 Baseline Readings, CDRL: E008 Certificate of Battery Recycle and Disposal, CDRL: E009 CAI Checklist.

1002A ZAN Anchorage ARTCC, Anchorage, AK.	1	STRING	\$ _____	\$ _____
1002B ZSE Seattle ARTCC, Auburn, WA	1	STRING	\$ _____	\$ _____
1002C ZAU Chicago ARTCC, Aurora, IL	1	STRING	\$ _____	\$ _____
1002D ZFW Fort Worth ARTCC, Fort Worth, TX	1	STRING	\$ _____	\$ _____
1002E ZTL Atlanta ARTCC, Jonesville, GA	1	STRING	\$ _____	\$ _____

ITEM	SUPPLIES	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
1002F	ZOB Cleveland ARTCC, Oberlin, OH	1	STRING	\$ _____	\$ _____
1002G	ZDV Denver ARTCC, Longmont, CO	1	STRING	\$ _____	\$ _____
1002H	ZLC Salt Lake ARTCC, Salt Lake City, UT	1	STRING	\$ _____	\$ _____
1002I	ZNY New York ARTCC, Islip, NY	1	STRING	\$ _____	\$ _____
1002J	ZHU Houston ARTCC, Houston, TX	1	STRING	\$ _____	\$ _____
1002K	ZDC Washington ARTCC, Leesburg, VA	1	STRING	\$ _____	\$ _____
1002L	ZKC Kansas City ARTCC, Olathe, KS	1	STRING	\$ _____	\$ _____
1002M	ZMP Minneapolis ARTCC, Farmington, MN	1	STRING	\$ _____	\$ _____
1002N	ZOA Oakland ARTCC, Oakland, CA	1	STRING	\$ _____	\$ _____
1002O	ZAB Albuquerque ARTCC, Albuquerque, NM	1	STRING	\$ _____	\$ _____
1002P	ZME Memphis ARTCC, Memphis, TN	1	STRING	\$ _____	\$ _____
1002Q	ZLA Los Angeles ARTCC, Palmdale, CA	1	STRING	\$ _____	\$ _____
1002R	ZID Indianapolis ARTCC, Indianapolis, IN	1	STRING	\$ _____	\$ _____
1002S	ZMA Miami ARTCC, Miami, FL	1	STRING	\$ _____	\$ _____
1002T	ZJX Jacksonville ARTCC, Jacksonville, FL	1	STRING	\$ _____	\$ _____
1002U	ZBW Boston ARTCC, Nashua, NH	1	STRING	\$ _____	\$ _____

ITEM SUPPLIES	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
1002V DFW Dallas/Ft Worth TRACON, Dallas-Ft Worth, TX, airport	1	STRING	\$ _____	\$ _____
1002W ORD Chicago TRACON, Elgin, IL	1	STRING	\$ _____	\$ _____
1002X SCT Southern California TRACON, Miramar, CA	1	STRING	\$ _____	\$ _____
1002Y OEX Training Academy, Oklahoma City, OK	1	STRING	\$ _____	\$ _____

1003 Battery Delivery Service.

1003A Delivery Outside the contiguous 48 United States (Anchorage, Alaska) CLIN 1002A, IAW F.9 and F.10, reimbursed at contractor's cost IAW H.3.	1	STRING	NTE	\$ 40,000	\$ 40,000
1003B "Ground Level Delivery" IAW F.11, reimbursed at contractor's cost IAW H.3.			NTE	\$ 2,000	\$2,000
1003C "Inside Delivery" IAW F.12, reimbursed at contractor's cost IAW H.3.			NTE	\$ 8,000	\$8,000

B.1(c) Program Management

1004 Program Management. IAW Statement of Work (SOW), Section C, paragraph 3.0; and IAW CDRL: M001 Program Plan, CDRL: M004 Employee/Subcontractor Master List, and CDRL: Q001 Quality Assurance Plan, and CDRL: L003 ACEPS Batteries Replaced Under Warranty.

1004A Quarterly Program Management and Cost Report	4	EA	\$ _____	\$ _____
1004B Monthly ACEPS Battery Replacement Project Schedule Report	12	EA	\$ _____	\$ _____

B.1(d) Conferences and Meetings.

1005 Conferences and Meetings. IAW Statement of Work (SOW), Section C, paragraph 3.1.5; and IAW CDRL: M005 Agenda for Conference and Meetings; CDRL: M006 Meeting Minutes for Conference and Meetings.

1005A Program Manager	40	HR	\$ _____	\$ _____
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ITEM SUPPLIES		EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
1005B	Technical Support	40	HR	\$ _____	\$ _____
1005C	Administrative Support	40	HR	\$ _____	\$ _____

B.1(e) Travel and Subsistence Support.**1006 Travel Support.**

Applicable to CLIN 1005.

Reimbursed at cost IAW Federal Travel Regulations; See H.5.

1	NTE	\$ 3,000	\$ 3,000
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1007 Subsistence Support (Per Diem).

Applicable to CLIN 1005.

Reimbursed at cost IAW Federal Travel Regulations; See H.5.

1	NTE	\$ 3,000	\$ 3,000
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Schedule I – Second Option Contract Year

B.1(a) Equipment/Hardware. The contractor shall furnish/supply front terminal Valve Regulated Lead Acid (VRLA) batteries for Uninterruptible Power Modules (UPM) battery string(s); and labor, materials and equipment to replace those batteries.

ITEM SUPPLIES	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
2001 VRLA Battery String.				
IAW Statement-of-Work (SOW), Section C, Paragraph 4.0, ACEPS Battery and Accessories; and CDRL: E001 Factory Test Data, CDRL: E002 Commercial Support Documentation, CDRL: L001 Battery/Accessories Parts List, and CDRL: L002 Battery Support Equipment List.				
2001A Valve Regulated Lead Acid (VRLA) Battery UPS String, w/3-year battery replacement warranty. IAW Section G, Paragraph G.5	25	STRING		
2001B Battery Support Equipment List. CDRL: L002. IAW Section C, Paragraph 6.2	25	EACH	<u>\$IAW B.2(c)(3)</u>	<u>\$ Ref Exh "A"</u>

**Manufacturer's discount rate applied
pursuant to B.2(c) to CLIN 2001A and
2001B: _____ %**

B.1(b) Installation Services. The contractor shall provide all ancillary services including but not limited to services necessary for each VRLA Battery String procured under CLIN 2001, Site Survey, teleconference, pre-installation meeting, battery string installation, battery inside delivery, testing, documentation, cleanup/disposal, and battery string recycle.

2002 Installation

IAW Statement-of-Work (SOW), Section C, Paragraph 5.0, Implementation; and CDRL: E003 Site Survey Report, Contractor's Statement of Work, CDRL: E004 Site Survey Report, Contractor's Statement of Work – Revision 1, CDRL: E005 Site Survey Report, Contractor's Statement of Work – Final, CDRL: E006 Battery Load Test, CDRL: E007 Baseline Readings, CDRL: E008 Certificate of Battery Recycle and Disposal, CDRL: E009 CAI Checklist.

2002A ZAN Anchorage ARTCC, Anchorage, AK.	1	STRING	\$ _____	\$ _____
2002B ZSE Seattle ARTCC, Auburn, WA	1	STRING	\$ _____	\$ _____
2002C ZAU Chicago ARTCC, Aurora, IL	1	STRING	\$ _____	\$ _____
2002D ZFW Fort Worth ARTCC, Fort Worth, TX	1	STRING	\$ _____	\$ _____

ITEM	SUPPLIES	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
2002E	ZTL Atlanta ARTCC, Jonesville, GA	1	STRING	\$ _____	\$ _____
2002F	ZOB Cleveland ARTCC, Oberlin, OH	1	STRING	\$ _____	\$ _____
2002G	ZDV Denver ARTCC, Longmont, CO	1	STRING	\$ _____	\$ _____
2002H	ZLC Salt Lake ARTCC, Salt Lake City, UT	1	STRING	\$ _____	\$ _____
2002I	ZNY New York ARTCC, Islip, NY	1	STRING	\$ _____	\$ _____
2002J	ZHU Houston ARTCC, Houston, TX	1	STRING	\$ _____	\$ _____
2002K	ZDC Washington ARTCC, Leesburg, VA	1	STRING	\$ _____	\$ _____
2002L	ZKC Kansas City ARTCC, Olathe, KS	1	STRING	\$ _____	\$ _____
2002M	ZMP Minneapolis ARTCC, Farmington, MN	1	STRING	\$ _____	\$ _____
2002N	ZOA Oakland ARTCC, Oakland, CA	1	STRING	\$ _____	\$ _____
2002O	ZAB Albuquerque ARTCC, Albuquerque, NM	1	STRING	\$ _____	\$ _____
2002P	ZME Memphis ARTCC, Memphis, TN	1	STRING	\$ _____	\$ _____
2002Q	ZLA Los Angeles ARTCC, Palmdale, CA	1	STRING	\$ _____	\$ _____
2002R	ZID Indianapolis ARTCC, Indianapolis, IN	1	STRING	\$ _____	\$ _____
2002S	ZMA Miami ARTCC, Miami, FL	1	STRING	\$ _____	\$ _____
2002T	ZJX Jacksonville ARTCC, Jacksonville, FL	1	STRING	\$ _____	\$ _____
2002U	ZBW Boston ARTCC, Nashua, NH	1	STRING	\$ _____	\$ _____

ITEM	SUPPLIES	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
2002V	DFW Dallas/Ft Worth TRACON, Dallas-Ft Worth, TX, airport	1	STRING	\$ _____	\$ _____
2002W	ORD Chicago TRACON, Elgin, IL	1	STRING	\$ _____	\$ _____
2002X	SCT Southern California TRACON, Miramar, CA	1	STRING	\$ _____	\$ _____
2002Y	OEX Training Academy, Oklahoma City, OK	1	STRING	\$ _____	\$ _____

2003 Battery Delivery Service.

2003A	Delivery Outside the contiguous 48 United States (Anchorage, Alaska) CLIN 2002A, IAW F.9 and F.10, reimbursed at contractor's cost IAW H.3.	1	STRING	NTE	\$ 40,000	\$ 40,000
2003B	"Ground Level Delivery" IAW F.11, reimbursed at contractor's cost IAW H.3.			NTE	\$ 3,000	\$ 3,000
2003C	"Inside Delivery" IAW F.12, reimbursed at contractor's cost IAW H.3.			NTE	\$ 9,000	\$ 9,000

B.1(c) Program Management

2004 Program Management. IAW Statement of Work (SOW), Section C, paragraph 3.0; and IAW CDRL: M001 Program Plan, CDRL: M004 Employee/Subcontractor Master List, and CDRL: Q001 Quality Assurance Plan, and CDRL: L003 ACEPS Batteries Replaced Under Warranty.

2004A	Quarterly Program Management and Cost Report	4	EA	\$ _____	\$ _____
2004B	Monthly ACEPS Battery Replacement Project Schedule Report	12	EA	\$ _____	\$ _____

B.1(d) Conferences and Meetings.

2005 Conferences and Meetings. IAW Statement of Work (SOW), Section C, paragraph 3.1.5; and IAW CDRL: M005 Agenda for Conference and Meetings; CDRL: M006 Meeting Minutes for Conference and Meetings.

2005A	Program Manager	40	HR	\$ _____	\$ _____
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ITEM SUPPLIES	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
2005B Technical Support	40	HR	\$ _____	\$ _____
2005C Administrative Support	40	HR	\$ _____	\$ _____

B.1(e) Travel and Subsistence Support.**2006 Travel Support.**

Applicable to CLIN 2005.

Reimbursed at cost IAW Federal Travel Regulations; See H.5.

1	NTE	\$ 4,000	\$ 4,000
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2007 Subsistence Support (Per Diem).

Applicable to CLIN 2005.

Reimbursed at cost IAW Federal Travel Regulations; See H.5.

1	NTE	\$ 4,000	\$ 4,000
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Schedule I – Third Option Contract Year

B.1(a) Equipment/Hardware. The contractor shall furnish/supply front terminal Valve Regulated Lead Acid (VRLA) batteries for Uninterruptible Power Modules (UPM) battery string(s); and labor, materials and equipment to replace those batteries.

ITEM SUPPLIES	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
3001 VRLA Battery String.				
IAW Statement-of-Work (SOW), Section C, Paragraph 4.0, ACEPS Battery and Accessories; and CDRL: E001 Factory Test Data, CDRL: E002 Commercial Support Documentation, CDRL: L001 Battery/Accessories Parts List, and CDRL: L002 Battery Support Equipment List.				
3001A Valve Regulated Lead Acid (VRLA) Battery UPS String, w/3-year battery replacement warranty. IAW Section G, Paragraph G.5	25	STRING	_____	_____
3001B Battery Support Equipment List. CDRL: L002. IAW Section C, Paragraph 6.2	25	EACH	<u>\$IAW B.2(c)(3)</u>	<u>\$ Ref Exh "A"</u>

**Manufacturer's discount rate applied
pursuant to B.2(c) to CLIN 3001A and
3001B: _____%**

B.1(b) Installation Services. The contractor shall provide all ancillary services including but not limited to services necessary for each VRLA Battery String procured under CLIN 3001, Site Survey, teleconference, pre-installation meeting, battery string installation, battery inside delivery, testing, documentation, cleanup/disposal, and battery string recycle.

3002 Installation

IAW Statement –of-Work (SOW), Section C, Paragraph 5.0, Implementation; and CDRL: E003 Site Survey Report, Contractor's Statement of Work, CDRL: E004 Site Survey Report, Contractor's Statement of Work – Revision 1, CDRL: E005 Site Survey Report, Contractor's Statement of Work – Final, CDRL: E006 Battery Load Test, CDRL: E007 Baseline Readings, CDRL: E008 Certificate of Battery Recycle and Disposal, CDRL: E009 CAI Checklist.

3002A ZAN Anchorage ARTCC, Anchorage, AK.	1	STRING	\$ _____	\$ _____
3002B ZSE Seattle ARTCC, Auburn, WA	1	STRING	\$ _____	\$ _____
3002C ZAU Chicago ARTCC, Aurora, IL	1	STRING	\$ _____	\$ _____
3002D ZFW Fort Worth ARTCC, Fort Worth, TX	1	STRING	\$ _____	\$ _____

ITEM	SUPPLIES	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
3002E	ZTL Atlanta ARTCC, Jonesville, GA	1	STRING	\$ _____	\$ _____
3002F	ZOB Cleveland ARTCC, Oberlin, OH	1	STRING	\$ _____	\$ _____
3002G	ZDV Denver ARTCC, Longmont, CO	1	STRING	\$ _____	\$ _____
3002H	ZLC Salt Lake ARTCC, Salt Lake City, UT	1	STRING	\$ _____	\$ _____
3002I	ZNY New York ARTCC, Islip, NY	1	STRING	\$ _____	\$ _____
3002J	ZHU Houston ARTCC, Houston, TX	1	STRING	\$ _____	\$ _____
3002K	ZDC Washington ARTCC, Leesburg, VA	1	STRING	\$ _____	\$ _____
3002L	ZKC Kansas City ARTCC, Olathe, KS	1	STRING	\$ _____	\$ _____
3002M	ZMP Minneapolis ARTCC, Farmington, MN	1	STRING	\$ _____	\$ _____
3002N	ZOA Oakland ARTCC, Oakland, CA	1	STRING	\$ _____	\$ _____
3002O	ZAB Albuquerque ARTCC, Albuquerque, NM	1	STRING	\$ _____	\$ _____
3002P	ZME Memphis ARTCC, Memphis, TN	1	STRING	\$ _____	\$ _____
3002Q	ZLA Los Angeles ARTCC, Palmdale, CA	1	STRING	\$ _____	\$ _____
3002R	ZID Indianapolis ARTCC, Indianapolis, IN	1	STRING	\$ _____	\$ _____
3002S	ZMA Miami ARTCC, Miami, FL	1	STRING	\$ _____	\$ _____
3002T	ZJX Jacksonville ARTCC, Jacksonville, FL	1	STRING	\$ _____	\$ _____
3002U	ZBW Boston ARTCC, Nashua, NH	1	STRING	\$ _____	\$ _____

ITEM	SUPPLIES	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
3002V	DFW Dallas/Ft Worth TRACON, Dallas-Ft Worth, TX, airport	1	STRING	\$ _____	\$ _____
3002W	ORD Chicago TRACON, Elgin, IL	1	STRING	\$ _____	\$ _____
3002X	SCT Southern California TRACON, Miramar, CA	1	STRING	\$ _____	\$ _____
3002Y	OEX Training Academy, Oklahoma City, OK	1	STRING	\$ _____	\$ _____

3003 Battery Delivery Service.

3003A	Delivery Outside the contiguous 48 United States (Anchorage, Alaska) CLIN 3002A, IAW F.9 and F.10, reimbursed at contractor's cost IAW H.3.	1	STRING	NTE	\$ 40,000	\$ 40,000
3003B	"Ground Level Delivery" IAW F.11, reimbursed at contractor's cost IAW H.3.			NTE	\$ 3,000	\$3,000
3003C	"Inside Delivery" IAW F.12, reimbursed at contractor's cost IAW H.3.			NTE	\$ 9,000	\$9,000

B.1(c) Program Management

3004 Program Management. IAW Statement of Work (SOW), Section C, paragraph 3.0; and IAW CDRL: M001 Program Plan, CDRL: M004 Employee/Subcontractor Master List, and CDRL: Q001 Quality Assurance Plan, and CDRL: L003 ACEPS Batteries Replaced Under Warranty.

3004A	Quarterly Program Management and Cost Report	4	EA	\$ _____	\$ _____
3004B	Monthly ACEPS Battery Replacement Project Schedule Report	12	EA	\$ _____	\$ _____

B.1(d) Conferences and Meetings.

3005 Conferences and Meetings. IAW Statement of Work (SOW), Section C, paragraph 3.1.5; and IAW CDRL: M005 Agenda for Conference and Meetings; CDRL: M006 Meeting Minutes for Conference and Meetings.

3005A	Program Manager	40	HR	\$ _____	\$ _____
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ITEM SUPPLIES		EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
3005B	Technical Support	40	HR	\$ _____	\$ _____
3005C	Administrative Support	40	HR	\$ _____	\$ _____

B.1(e) Travel and Subsistence Support.**3006 Travel Support.**

Applicable to CLIN 3005.

Reimbursed at cost IAW Federal Travel Regulations; See H.5.

1	NTE	\$ 4,000	\$ 4,000
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3007 Subsistence Support (Per Diem).

Applicable to CLIN 3005.

Reimbursed at cost IAW Federal Travel Regulations; See H.5.

1	NTE	\$ 4,000	\$ 4,000
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Schedule I – Fourth Option Contract Year

B.1(a) Equipment/Hardware. The contractor shall furnish/supply front terminal Valve Regulated Lead Acid (VRLA) batteries for Uninterruptible Power Modules (UPM) battery string(s); and labor, materials and equipment to replace those batteries.

ITEM SUPPLIES	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
4001 VRLA Battery String.				
IAW Statement-of-Work (SOW), Section C, Paragraph 4.0, ACEPS Battery and Accessories; and CDRL: E001 Factory Test Data, CDRL: E002 Commercial Support Documentation, CDRL: L001 Battery/Accessories Parts List, and CDRL: L002 Battery Support Equipment List.				
4001A Valve Regulated Lead Acid (VRLA) Battery UPS String, w/3-year battery replacement warranty. IAW Section G, Paragraph G.5	25	STRING	_____	_____
4001B Battery Support Equipment List. CDRL: L002. IAW Section C, Paragraph 6.2	25	EACH	<u>\$IAW B.2(c)(3)</u>	<u>\$ Ref Exh "A"</u>

**Manufacturer's discount rate applied
pursuant to B.2(c) to CLIN 4001A and
4001B: _____%**

B.1(b) Installation Services. The contractor shall provide all ancillary services including but not limited to services necessary for each VRLA Battery String procured under CLIN 4001, Site Survey, teleconference, pre-installation meeting, battery string installation, battery inside delivery, testing, documentation, cleanup/disposal, and battery string recycle. .

4002 Installation

IAW Statement –of-Work (SOW), Section C, Paragraph 5.0, Implementation; and CDRL: E003 Site Survey Report, Contractor's Statement of Work, CDRL: E004 Site Survey Report, Contractor's Statement of Work – Revision 1, CDRL: E005 Site Survey Report, Contractor's Statement of Work – Final, CDRL: E006 Battery Load Test, CDRL: E007 Baseline Readings, CDRL: E008 Certificate of Battery Recycle and Disposal, CDRL: E009 CAI Checklist.

4002A ZAN Anchorage ARTCC, Anchorage, AK.	1	STRING	\$ _____	\$ _____
4002B ZSE Seattle ARTCC, Auburn, WA	1	STRING	\$ _____	\$ _____
4002C ZAU Chicago ARTCC, Aurora, IL	1	STRING	\$ _____	\$ _____
4002D ZFW Fort Worth ARTCC, Fort Worth, TX	1	STRING	\$ _____	\$ _____

ITEM	SUPPLIES	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
4002E	ZTL Atlanta ARTCC, Jonesville, GA	1	STRING	\$ _____	\$ _____
4002F	ZOB Cleveland ARTCC, Oberlin, OH	1	STRING	\$ _____	\$ _____
4002G	ZDV Denver ARTCC, Longmont, CO	1	STRING	\$ _____	\$ _____
4002H	ZLC Salt Lake ARTCC, Salt Lake City, UT	1	STRING	\$ _____	\$ _____
4002I	ZNY New York ARTCC, Islip, NY	1	STRING	\$ _____	\$ _____
4002J	ZHU Houston ARTCC, Houston, TX	1	STRING	\$ _____	\$ _____
4002K	ZDC Washington ARTCC, Leesburg, VA	1	STRING	\$ _____	\$ _____
4002L	ZKC Kansas City ARTCC, Olathe, KS	1	STRING	\$ _____	\$ _____
4002M	ZMP Minneapolis ARTCC, Farmington, MN	1	STRING	\$ _____	\$ _____
4002N	ZOA Oakland ARTCC, Oakland, CA	1	STRING	\$ _____	\$ _____
4002O	ZAB Albuquerque ARTCC, Albuquerque, NM	1	STRING	\$ _____	\$ _____
4002P	ZME Memphis ARTCC, Memphis, TN	1	STRING	\$ _____	\$ _____
4002Q	ZLA Los Angeles ARTCC, Palmdale, CA	1	STRING	\$ _____	\$ _____
4002R	ZID Indianapolis ARTCC, Indianapolis, IN	1	STRING	\$ _____	\$ _____
4002S	ZMA Miami ARTCC, Miami, FL	1	STRING	\$ _____	\$ _____
4002T	ZJX Jacksonville ARTCC, Jacksonville, FL	1	STRING	\$ _____	\$ _____
4002U	ZBW Boston ARTCC, Nashua, NH	1	STRING	\$ _____	\$ _____

ITEM	SUPPLIES	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
4002V	DFW Dallas/Ft Worth TRACON, Dallas-Ft Worth, TX, airport	1	STRING	\$ _____	\$ _____
4002W	ORD Chicago TRACON, Elgin, IL	1	STRING	\$ _____	\$ _____
4002X	SCT Southern California TRACON, Miramar, CA	1	STRING	\$ _____	\$ _____
4002Y	OEX Training Academy, Oklahoma City, OK	1	STRING	\$ _____	\$ _____

4003 Battery Delivery Service.

4003A	Delivery Outside the contiguous 48 United States (Anchorage, Alaska) CLIN 4002A, IAW F.9 and F.10, reimbursed at contractor's cost IAW H.3.	1	STRING	NTE	\$ 40,000	\$ 40,000
4003B	"Ground Level Delivery" IAW F.11, reimbursed at contractor's cost IAW H.3.			NTE	\$ 4,000	\$ 4,000
4003C	"Inside Delivery" IAW F.12, reimbursed at contractor's cost IAW H.3.			NTE	\$ 10,000	\$ 10,000

B.1(c) Program Management

4004 Program Management. IAW Statement of Work (SOW), Section C, paragraph 3.0; and IAW CDRL: M001 Program Plan, CDRL: M004 Employee/Subcontractor Master List, and CDRL: Q001 Quality Assurance Plan, and CDRL: L003 ACEPS Batteries Replaced Under Warranty.

4004A	Quarterly Program Management and Cost Report	4	EA	\$ _____	\$ _____
4004B	Monthly ACEPS Battery Replacement Project Schedule Report	12	EA	\$ _____	\$ _____

B.1(d) Conferences and Meetings.

4005 Conferences and Meetings. IAW Statement of Work (SOW), Section C, paragraph 3.1.5; and IAW CDRL: M005 Agenda for Conference and Meetings; CDRL: M006 Meeting Minutes for Conference and Meetings.

4005A	Program Manager	40	HR	\$ _____	\$ _____
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ITEM SUPPLIES	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
4005B Technical Support	40	HR	\$ _____	\$ _____
4005C Administrative Support	40	HR	\$ _____	\$ _____

B.1(e) Travel and Subsistence Support.**4006 Travel Support.**

Applicable to CLIN 4005.

Reimbursed at cost IAW Federal Travel Regulations; See H.5.

1	NTE	\$ 6,000	\$ 6,000
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4007 Subsistence Support (Per Diem).

Applicable to CLIN 4005.

Reimbursed at cost IAW Federal Travel Regulations; See H.5.

1	NTE	\$ 6,000	\$ 6,000
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PART I - SECTION C

SCOPE OF WORK

C.1 Work Statement

1.0 INTRODUCTION

This Statement of Work (SOW) documents the Federal Aviation Administration (FAA) requirements for replacement of battery strings at 25 facilities (21 Air Route Traffic Control Centers (ARTCC), 3 large Terminal Radar Approach Control (TRACON) facilities, and 1 training facility).

1.1 Background

There are currently 127 battery strings (192-cells each) supporting the ARTCC Critical/Essential Power System (ACEPS) facilities at 25 locations. Currently ACEPS facilities have 450 kW battery strings using the Yuasa DDV95-33 battery. The Battery Replacement Program will replace no more than two (2) battery strings per ACEPS site per installation. Some of the sites have 3, 4, 5, or 6 battery strings, therefore multiple site survey and installation Task Order(s) could be exercise by the Government to accomplish all string replacements at each site. See Section-J, Attachment J.4, ACEPS Battery Replacement Site List. This is a listing of the sites and number of battery strings at each of these sites.

1.2 Scope

The Contractor shall perform battery site visits and attend pre-installation meetings, furnish and deliver the batteries, remove existing battery string and dispose of, install new batteries and reinstall the existing battery monitoring system, test the replacement battery string for the Uninterruptible Power Module (UPM). All Sites will have the same battery string configuration, installation, disposal, and level of service.

2.0 APPLICABLE DOCUMENTS

2.1 Specifications, Standards, and Publications

The Specifications Standards and Publications referenced are part of this SOW to the extent specified. In the event there are conflicts between FAA documents and industry standards, the FAA documentation shall take precedence.

2.2 Federal Documents

Occupational Safety & Health Administration (OSHA), (See Section J, Attachment J.10).

- 29 CFR 1910.132 General Requirements (Personal Protective Equipment)
- 29 CFR 1910.133 Eye and face protection. (Personal Protective Equipment)
- 29 CFR 1910.135 Head protection. (Personal Protective Equipment)
- 29 CFR 1910.136 Occupational foot protection. (Personal Protective Equipment)
- 29 CFR 1910.138 Hand Protection. (Personal Protective Equipment)
- 29 CFR 1910 Subpart I, Appendix B, Non-mandatory Compliance Guidelines for Hazard Assessment and Personal Protective Equipment Selection.
- 29 CFR 1910.303 General Requirements (Electrical – Design Safety Standards for Electrical Systems) Parts (a) – (g)
- 29 CFR 1926.403 General Requirements (Electrical Construction Standard) Parts (a) – (i)
- 29 CFR 1926.441 Batteries and Battery Charging (Electrical – Safety Requirements for Special Equipment)

2.3 Industry Standards

Institute of Electrical and Electronics Engineers (IEEE)

IEEE 1187-2002 Recommended Practice for Installation Design and Installation of Valve Regulated Lead Acid Storage Batteries for Stationary Applications

National Fire Protection Association (NFPA)

NFPA 70E Standard for Electrical Safety in the Workplace

3.0 PROGRAM MANAGEMENT REQUIREMENTS

The contractor shall furnish the necessary personnel, equipment, facilities, materials, and other necessary resources to provide, test, and deliver the items described in this SOW. All such items shall be supplied in conformance with the terms and conditions of this SOW and the SIR documentation. The contractor shall execute the terms of the negotiated prime contract in accordance with the task/delivery orders and be solely responsible for the administration/management of any of its subcontracts.

3.1 Program Management

The contractor shall designate, in writing, a single Point-of-Contact (POC) referred to as the Program Manager (PM) to organize, schedule, and report on all elements of this contract. The Program Manager and his/her Alternate Program Manager (APM) are designated as "Key Personnel." The individual PM and APM will possess a minimum of one (1) year of program management experience with a contract of similar size and scope in a Government or corporate environment. The PM (APM as necessary) shall be the focal point within the contractor's organization for all required program efforts involving equipment orders, installation, and warranty work. The PM shall be prepared to discuss the status of contract activities with the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR). The contractor shall provide all of the necessary management, business and administrative planning, and coordination required to successfully perform all SOW tasking or associated task/delivery orders. The contractor shall also manage and administer submission of all data items required in each task/delivery order.

3.1.1 Program Plan **CDRL: M001 Program Plan**

The contractor shall provide a Program Plan, indicating method in which the FAA's work will be functionally integrated into the Contractor's existing management structure.

3.1.2 Program Management and Quarterly Cost Report **CDRL: M002 Quarterly Program Management and Cost Report**

The Contractor shall maintain a spreadsheet of battery replacement delivery orders and task orders indicating status of each. Supply support, technical assistance, and other contract costs shall be identified on this report. The ACEPS Batteries Replaced Under Warranty Report, see Paragraph 6.3 in the contract section, shall be included in the Quarterly cost report.

See Section J, Attachment J.6 for Quarterly Project Management Cost Report format. A soft copy of the report, along with attachments, is to be e-mailed to the FAA CO or COTR quarterly.

3.1.3 ACEPS Battery Replacement Schedule **CDRL: M003 Monthly ACEPS Battery Replacement Project Schedule Report.**

The based on the issued delivery order the Contractor shall provide a schedule of ACEPS battery replacement projects, See Section J, Attachment J.5 for format.

3.1.4 Workforce Security Background Investigation. **CDRL: M004 Employee/Subcontractor Master List**

For security purposes, within four (4) weeks after contract award the Contractor shall provide a master list of all Contractor personnel and subcontractors that will be working on the ACEPS Battery Replacement task. For each person the following information shall be provided:

- Name,
- DOB,
- SS#, and
- Address(s) for the past 5 years.

The Contractor shall provide updates to the Work Force Master List as individuals and subcontractors change.

3.1.5 Conferences/Meetings. **CDRL(s): M005 Agenda, and M006 Meeting Minutes**

3.1.5.1 Post Award Conference

The contractor shall participate with Government representatives in a Post Award Conference (PAC) to be held at the contractor's facility or facility designated by the Contracting Officer (CO) not later than 30 calendar days after contract award. The conference will be held to thoroughly review the contract and SOW to ensure all parties have a clear understanding of all contractual requirements. The Contractor shall propose the agenda and record minutes for the post award conference.

3.1.5.2 Program Management Reviews (PMR)

At the request of the Government, the contractor shall conduct Program Management Reviews (PMR's) to review the contract status in terms of Performance, and Schedule. The CO or the COTR shall notify the contractor at least 20 calendar days in advance of all required briefings, reviews, and agenda items. All program review dates will be designated by the FAA CO or COTR. The Contractor shall prepare minutes and action item list in support of all meetings.

3.1.5.3 Technical Interchange Meetings (TIMs).

The Contractor shall support and participate in TIMs. The purpose of these meetings is to promote a free exchange of ideas between the Contractor and the Government in order to identify and resolve technical problems. Contractor shall have available the appropriate subject matter experts to respond to Government questions. Unless otherwise stated, all meetings shall be conducted at Government facilities or at the Contractor's facilities, or by teleconference as directed by the Government Contracting Officer. The Contracting Officer shall notify the Contractor at least twenty (20) calendar days in advance of the planned start of each TIM. The Contractor will prepare and submit to the Government an agenda for each TIM. The Contractor shall prepare minutes and action item list in support of all meetings.

3.2 Quality Control Program **CDRL: Q001 Quality Assurance Plan**

The Contractor shall provide a copy of their existing Quality Assurance Plan (QAP) for the manufacture, storage, handling and shipping of batteries. This plan should integrate the FAA's quality control needs into the contractor's existing practices. The contractor shall conduct its quality assurance program in accordance with the approved QAP.

4.0 **ACEPS BATTERY AND ACCESSORIES**

4.1 Battery Type. Valve Regulated Lead Acid (VRLA) sized to support the Exide 3450 series UPS (500kVA/450kW), 384 volt Direct Current link, Zone 4 mounting design, with 20-year design life and 5-year service life, front access terminal design; from one of the following battery manufacturers.

1. SBS, T-Series
2. Exide/GNB, ABSOLYTE IIP;
3. Deka, Unigy II;
4. C&D Technologies, ms Endur;
5. Power Battery, CV Series
6. Enersys, Powersafe DDm

One manufacturer's battery type/model shall be used at all sites.

4.2 General Battery Requirements.

1. The battery strings shall consist of 192 ea. cells/jars.
2. Each single cell jar shall have a float voltage of 2.25 volts per cell (Vpc).
3. Minimum voltage during duty cycle shall be 1.67 Vpc.
4. Sealed jars, i.e. the jars have no provision for the addition of water or electrolyte or for external measurement of electrolyte specific gravity.
5. Lead-Acid Cells. Cells in which the electrodes are made of lead or lead alloys and the electrolyte is a solution of sulfuric acid.
6. The battery shall utilize a technology that has been used by the battery manufacturer for a minimum of 5 years.
7. Battery string footprint (maximum): 240" L x 28" D x 88" H
8. Maximum weight of battery jar: 240 lbs.
9. Battery strings and racks shall be designed and installed to conform to 1997 Uniform Building Code (UBC) requirements for seismic zone 4.

4.3 VRLA batteries shall conform to the following criteria:

1. Battery Runtime – At 100% capacity the battery string run time shall be a minimum of 10-minutes. At end of battery life (80% capacity) the battery string shall supply the UPM for a minimum of 8-minutes.
2. Current Discharge Ratings – Each battery model shall have a chart indicating Amps to 1.67 Final Volts per cell @ 77°F for 10-minutes.
3. Warranty: 3-year and 5-year warranty including, new battery, any connectors, parts, labor, travel, per diem, shipping and handling.
4. Case and Cover: Standard.
5. Operating Temperature: Between 66° F and 77° F (19° C and 25° C).
6. Following shall be furnished with the VRLA battery string:
 - a. Batteries.
 - b. Battery rack/modules.
 - c. Inter-battery cables/connectors.
 - d. All inter-cell connectors, terminal details, interconnecting cables and hardware
 - e. Tier-to-tier battery cables/connectors.
 - f. Battery to disconnect breaker cables/connectors.
 - g. Steel case construction.
 - h. Battery weight labels for modules and individual removable cells. Weight warning labels shall be posted on all equipment in excess of 30 lbs
 - i. Steel case construction.
 - j. Transparent shield, easily removed, covering battery terminals. Transparent shield shall protect against accidental contact on side, top and front of battery terminals, tie bars, and/or connecting cables.
 - k. Plastic guards of sufficient strength shall be installed over battery terminals and energized bus bars to ensure protection against impact against tool carts, moving equipment, etc
 - l. Stainless steel tab washers shall be supplied - two per cell (jar), no more than 1 per post. The tab washers shall be able to accommodate the ¼ tab disconnect terminals on the end of the Albercorp' BDS-256 Battery Monitoring System. The battery post shall be long enough to accept the tab washer and all other cell connection hardware, while leaving at least 1 full thread of the post exposed.
 - m. Insulating covers for cell support rails, and seismic side- and end-rails for the battery rack.
 - n. Corrosion inhibitor for posts and inter-cell connections.

- o. A complete set of numerals for numbering each cell (e.g., 1 to 192 for a 192 cell battery) and a "+" and "-" label.
- p. Any other items needed to make a complete and operating battery string.

- 4.4 **Battery Sizing:** Each battery string shall be sized to supply the UPM for a minimum of 8 minutes at end of battery life (80% capacity) to 1.67 end Vpc average at 25 °C. At 100% capacity the battery string run time shall be a minimum of 10 minutes. The Government expects to operate the battery in float service with no less than 15 full discharges per year.
- The UPS inverter efficiency at full load, 75% load, 50% load and 25% load is 92.0%, 92.2%, 91.4%, and 87.5%, respectively. UPS output Power Factor is 0.9.
- Note: The kW loading for the duty cycle includes design margin (1.00) and a temperature correction factor (1.00).

4.5 **Factory Tests and Inspections CDRL: E001 Factory Test Data**

1. **Leak Test:** A leak test shall be conducted on each cell. Any cell that is found to leak must be replaced. All cells shipped must have satisfactorily passed the leak test. Records of the leak tests shall be furnished to the Contracting Officer upon request.
2. **Visual Inspection:** Each cell shall be given a visual inspection before shipment following the manufacturer's standard procedure. All cells shipped must have satisfactorily passed the visual inspection. Records of the visual inspection shall be furnished to the Contracting Officer upon request.
3. **Float voltage:** After formation, all of the cells, including spare cells (if specified), shall be placed on float charge (preferably on one circuit) for a minimum of 72 hours and each individual cell's voltage should be read (after 72 hours minimum on float). Each cell's float voltage shall be no more than ± 0.08 Vdc from the average float voltage for the string. These data shall be furnished to the Contracting Officer upon request.

4.6 **Battery Room Environment.**

- | | |
|--|-------------|
| 1. Elevation above mean sea level: | < 6000 ft. |
| 2. Minimum expected temperature in battery room (°C/ °F) | 22 °C/72 °F |
| 3. Maximum expected temperature in battery room (°C/ °F) | 28 °C/82 °F |
| 4. Battery room design temperature (°C/ °F) | 25 °C/77 °F |
| 5. Battery room relative humidity range (%) | 0-100% |
| 6. Other (e.g., salt-laden air, dust) | N/A |

4.7 **Commercial Documentation CDRL: E002 Commercial Support Documentation**

The contractor shall provide one soft copy from the battery manufacturer of the following applicable battery documents:

1. Installation instructions.
2. Care and maintenance documentation necessary to maintain the battery system to ensure the longest life possible, i.e. required maintenance tasks, task frequencies (monthly, semi-annually, annually, etc.), recommended charger settings, float voltage limit, cell voltage limit, cell resistance, interconnection resistance, and ambient temperature,
3. Material Safety Data Sheet (MSDS).
4. Ampere-Hour and discharge time tables and graphs.
5. Watts per cell table run-time table(s).
6. A copy of all tolerances shall be left at each ACEPS site.
7. Battery rack footprint configuration.
8. Battery warranty.

The Government shall have the right to reproduce, copy, and use, documentation. All materials provided to the Government shall be free of all encumbrances, to include any prohibition on reproduction or use by the FAA for official Government purposes.

5.0 IMPLEMENTATION

5.1 Battery Replacement General Requirements

The Contractor shall perform the following tasks at each site for each UPM string replacement.

1. Site Survey, and revisions.
2. Project Briefing.
3. Pre-Performance meeting.
4. Battery Replacement Site Preparation and Installation.
5. Battery Recycle/Disposal.
6. Battery Testing and Baseline Readings.
7. Contractor's Acceptance Inspection.

The Contracting Officer shall identify, in writing, a Resident Engineer (RE), for each battery replacement project. The RE will be the site point-of-contact. Air traffic control activity shall have priority over all contractor activities. The project shall not inhibit air traffic operational control or alter the status of the facility's power system.

5.2 Site Survey Task. CDRL: E003 Site Survey Report, Contractor's Statement of Work

5.2.1 Site Survey scope of work to install and dispose of ACEPS battery string(s) at FAA National Air Space facilities shall be in conformance with specific task/delivery orders. When directed, the Contractor shall visit the site(s), based on an ACEPS battery installation task order, to verify existing conditions and to become familiar with the existing UPM battery string(s) configuration, and surrounding support environment. The Contractor shall prepare a Site Survey Report. From this Site Survey, preliminary site layouts, and schedule of work shall be made and submitted for approval within 20 calendar days after the visit, unless otherwise directed.

5.2.2 At a minimum the survey shall address items (a) through (l) below.

- a. Site Plan, showing building containing UPM battery string(s) in relation to the facility perimeter fence and service entrance gate, access roads, contractor parking area, temporary exterior storage and work area.
- b. Floor plan of UPM battery room, battery string locations, and building service entrance.
- c. Site points-of-contact, FAA personnel allowed to connect energize and de-energize equipment.
- d. Schedule of battery delivery, battery pick up and disposal. IAW Section H.10.
- e. Sequence of events, and battery string replacement phasing if more than one string is replaced at a site to maintain UPM system redundancy.
- f. Procedures to limit risk to operational facility power system equipment.
- g. Limit of work area, contractor employee conduct and security procedures. IAW Section H.1 and H.2.
- h. Facility security requirements. IAW Section H.1 and H.2.
- i. Life Safety procedures. Complete FAA Form 3900-8, Project Safety and Health Checklist with the facility's Safety Representative or designee prior to the start of any battery replacement activities. The completed form is to be signed off by the facility representative, see Contract Section J, Attachment J.8, FAA Form 3900-8.
- j. Permits. The Contractor shall identify and obtain any federal, state, or local permits that are applicable to the site and task assigned.

- k. Security Requirements. Names and social security numbers of contractor's on site work force from master list of vendor and subcontractor on-site personnel.
- l. Identify risk(s) associated with this implementation and plan to minimize facility disruption from those risks.

5.3 Project Briefing. CDRL: E004 Site Survey Report, Contractor's Statement of Work – Revision 1
Project briefing 14-calendar days following submittal of the Site Survey Report, Contractor's Statement of Work the Contractor shall participate in project review teleconference. The teleconference will discuss the contents of the Site Survey Report and provide a forum for the FAA Program Office, FAA facility Environmental Support Unit and the Contractor to discuss the project, and conditions under which implementation will be accomplished. Revise and submit Site Survey Report 5-calendar days following teleconference.

5.4 Pre-Performance Meeting. CDRL: E005 Site Survey Report, Contractor's Statement-of-Work – Final

A pre-performance meeting with facility personnel is to be held, at the facility, on the first day of each project. The Contractor shall:

1. Be briefed by FAA RE on: work hours, importance of FAA air traffic facility; use of facility restrooms, cafeteria, and prohibited areas.
2. Submit FAA Form 3900-8, Project Safety and Health Checklist, with the facility's Safety Representative or designee prior to the start of any battery replacement activities.
3. Review FAA and Contractor points of contact.
4. Review Schedule of work, disconnects, string activation, and delivery schedule.
5. Review risk management plan.
6. Review safety procedures.
7. Update Site Survey Report.

5.5 Battery String(s) Site Preparation and Installation Task.

The Contractor shall replace one or two battery strings per site. All contractor personnel shall be trained in the installation, integration, and testing of a UPM battery strings. If more than one UPM battery string per site is designated for replacement the string replacement shall be done sequentially; completing removal, replacement, and testing of one string before commencing work on the next string. Removed and new batteries shall not be stored on Government property.

The contractor shall coordinate with the FAA RE to ensure any necessary equipment reconfiguration has been completed prior to the start of any battery replacement activities.

Buffing and/or sanding of the lead battery terminals and connector plates shall not to be performed inside any FAA facility. Buffing and sanding the plates is also prohibited around all eating areas, including outdoor picnic tables, BBQ pits, etc. During buffing and/or sanding activity drop clothes shall be used to collect debris. All buffing, sanding, drop cloths shall be disposed of off Government property in accordance with state and local regulations. Spray-painting is not allowed in FAA facilities.

The Contractor shall ensure that the replacement battery system is installed in accordance with manufacturer's recommendations, IEEE 1187, and wiring installed in accordance with current edition of the National Electrical Code (NEC).

During battery handling and replacement work the contractor shall comply with the following Occupational Safety & Health Administration (OSHA) regulations (see Section-J, Attachment J.10), and National Fire Protection Association (NFPA) references:

- 29 CFR 1910.132, General Requirements (Personal Protective Equipment) (3 pages)
- 29 CFR 1910.133, Eye and face protection. (Personal Protective Equipment) (3 pages)
- 29 CFR 1910.135, Head protection. (Personal Protective Equipment) (2 pages)

- 29 CFR 1910.136, Occupational foot protection. (Personal Protective Equipment) (2 pages)
- 29 CFR 1910.138, Hand Protection. (Personal Protective Equipment) (1 page)
- 29 CFR 1910 Subpart I, Appendix B, Non-mandatory Compliance Guidelines for Hazard Assessment and Personal Protective Equipment Selection. (7 pages)
- 29 CFR 1910.303, General Requirements (Electrical – Design Safety Standards for Electrical Systems) Parts (a) – (g) (pages 1-9 of 14 pages)
- 29 CFR 1926.403, General Requirements (Electrical Construction Standard) Parts (a) – (i) (pages 1-5 of 8 pages)
- 29 CFR 1926.441, Batteries and Battery Charging (Electrical – Safety Requirements for Special Equipment) (2 pages)
- NFPA 70E, Article 320.8 Personnel Protective Equipment. The following protective equipment shall be available to employees performing battery maintenance:
 - (1) Goggle and face shields.
 - (2) Chemical-resistant gloves.
 - (3) Protective aprons.
 - (4) Protective overshoes.
 - (5) Portable or stationary water facilities for rinsing eyes and skin in case of electrolyte spillage.
- NFPA 70E, Article 320.9 Tools and Equipment. Tools and equipment for work on batteries shall comply with the following:
 - (1) Be of the non-sparking type.
 - (2) Be equipped with handles listed as insulated for the maximum working voltage.

The Contractor shall inform the FAA RE if compliance with the above listed regulatory requirements presents an operational conflict with the ACEPS Power System.

5.5.1 Acceptance Testing. **CDRL E006 Battery Load Test**

When following IEEE 1187, after installing the new batteries, the Contractor shall place a freshening (equalize) charge at 2.30 Vpc on the battery string for 24 hrs. After the 24-hr freshening charge, a 72-hr float charge shall be applied. Then an Alber Cellcorder shall be used to record the internal and inter-cell (strap) resistances for the entire battery string to verify all connections. Next the Acceptance (capacity) test using the FAA UPM load banks will be performed by the FAA to verify the battery installation. After the capacity test, the Contractor shall recharge the string for 24 hours before being placed into the array.

FAA Acceptance testing of the battery should be at 450 kW on the module. However, with the load banks available with ACEPS, the closest we can get is 430 to 440 kW without going into overload on the module. Therefore the load will be placed as close as possible to 410 kW at the load bank meter.

Prior to the start of the test, the Contractor shall record the load bank switch settings, the DC link voltage at the battery, and the discharge current. Once the test is started the Contractor shall note the string current every 2 minutes during the test. The test will continue until the battery string voltage reaches 320.6 Vdc (1.67 end volts per cell x 192 cells). The battery string's 100% capacity run time shall be ≥ 10 minutes, with no cells below 1.60 volts. The 80% capacity run time shall be ≥ 8 minutes.

At the conclusion of the test, the Contractor shall note the final discharge current and DC link voltage. The Contractor shall use these values to calculate the kW per string and kW per cell values. Then use the Watts Per Cell to 1.67 Final Volts Per Cell value on the battery manufacturer's cell performance data sheet to interpolate the rated time to specified terminal voltage, T_s . T_a is the actual time of the test to reach 320.6 Vdc. Lastly, calculate the battery string's actual capacity at 320.6V using the equation "% capacity =

(Ta/Ts) x 100%". This information is to be provided as baseline data. For future testing the same load bank settings shall be used by the FAA.

The test data is logged on Section-J, Attachment J.7, and into the Facility Reference Data File (FRDF).

5.5.2 Baseline Readings. **CDRL E007: Baseline Readings**

Upon successful completion of all acceptance tests the Contractor shall provide the following baseline readings for the replacement battery system

- a. String float voltage (full charge),
- b. Equalization voltage,
- c. Cell voltage,
- d. Cell resistance, IAW Section J, Attachment J.9.
- e. Inter-cell (strap) resistance,
- f. Inter-cell connection torque, and
- g. Ambient temperature.

The resistance readings, (d) and (e) above, shall be taken prior to the capacity test (Battery Load Test), all other readings are taken at the end of the capacity test, after the string reaches its end voltage of 320.6 Vdc. All readings shall be within the battery manufacturer's tolerances. Record baseline data readings in Section-J, Attachment J.7.

Baseline hydrogen readings per battery manufacturer's tolerances shall also be taken to determine the current levels of toxic and/or explosive gases. The readings are to be accomplished in the morning after the battery recharge.

5.5.3 Reinstallation of Battery Monitoring System

After replacing each battery string the Contractor shall coordinate with the local Environmental Service Unit personnel the reinstallation of all Alber BDS-256 Battery Monitoring System (BMS) connections, and ensure that the BMS is sensing all replaced cells.

5.5.4 Site Cleanup and Restoration **CDRL E008. Certificate of Recycle and Disposal**

The Contractor shall accomplish site cleanup and restoration. Site cleanup and restoration shall at a minimum include the following:

1. Remove all Contractor-furnished material, tools, and equipment that will not become Government property upon acceptance of site work.
2. Remove all trash, litter, packing and excess material from the site and disposal of such material.
3. Dispose all battery racks, and other materials and wastes (including lead dust, drop cloths, buffing/sanding, and cleanup materials) in accordance with Federal, State and Local regulations. This documentation shall include the following:
 - a. A shipping (or hazardous waste) manifest containing the name, address, EPA identification number, contact person, phone number, date of waste disposal, and original signatures of the transporter and disposal facility.
 - b. A signed document certifying the fact of disposal, the disposal process used, the disposal date, and the manifest number of the waste disposed.
4. Recycle all spent batteries in accordance with Federal, State and Local regulations. The existing batteries are Yuasa DDV95-33. Provide recycle documentation to the Contracting Officer or Resident Engineer. This documentation shall include the following:
 - a. A shipping (or hazardous waste) manifest containing the name, address, EPA identification number, contact person, phone number, date of waste receipt, and original signatures of the transporter and recycle facility.
 - b. A signed document certifying the fact of recycle, the recycle process used, the recycle date, and the manifest number of the waste disposed.

5.5.5 Contractor Acceptance Inspection (CAI) CDRL E009. CAI Checklist

Prior to leaving the site, the Contractor shall participate in a Contractor Acceptance Inspection (CAI) with the FAA RE and local Airway Facilities personnel to ensure the replacement battery string(s) have been installed according to this SOW. The FAA RE will complete the Battery Replacement CAI Checklist, See Section-J, Attachment J.7. The Contractor must meet all requirements on the checklist prior to departing the site. A copy of the checklist, signed by FAA RE and the Contractor shall be left at each site. Softcopies as directed in CDRL E009.

The Contractor shall coordinate with the FAA RE to resolve any CAI Checklist exceptions that fall under this SOW.

6.0 LOGISTICS SUPPORT**6.1 Battery and Accessory Parts. CDRL L001. Battery/Accessories Parts List**

The contractor shall identify all parts used in the battery replacement project within 30 days of contract award. Identify parts by manufacturer, model/part number. Also identify the quantity of each item required for each ACEPS UPS battery string. The contractor shall inform the FAA contractor via official letter of all battery design or manufacturing changes within 30 days of the change.

6.2 Support Equipment List. CDRL L002. Battery Support Equipment List

The contractor shall provide a list of battery support equipment such as, battery extraction tool, vent plug wrench, etc.

6.3 Battery Warranty. CDRL L003. ACEPS Batteries Replaced Under Warranty

Replacement of defective battery(s) is in accordance with contract Section-G, paragraph G.5. The Contractor shall examine defective battery(s) identified by the government within 7 calendar days of notification. Following verification of defective battery(s) the Contractor shall replace the battery(s) within 14 calendar days.

(a) Battery/Batteries. The in addition to the battery(s) the contractor shall be responsible for all F.O.B. destination costs during the warranty period, i.e. interconnection parts, labor, packaging, handling, shipping and transportation, and licensed disposal of defective battery(s). The contractor shall provide labor and travel to replace or repair any battery or connector product(s) that fail in operation within the battery warranty specified in CLINs 0001A, 1001A, 2001A, 3001A and 4001A. Warranty begins 60 calendar days from date of delivery, or date of ACEPS battery installation, which ever occurs first. Parts used for replacements are warranted for the longer of 90 days or the remainder of the original warranty period. The Contracting Officer will give written notice of any defect or nonconformance to the contractor within a reasonable period of time after discovery. Replacements of contract items shall be made promptly and on a FOB destination basis.

(b) The rights and remedies of FAA provided in this clause are in addition to and do not limit any rights afforded to FAA by any other clause of this contract or under applicable Federal or State law, including the Uniform Commercial Code.

**C.2 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE
CLA.4548 Contract Performance (SEP 2001)**

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility.

Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

PART I - SECTION D
PACKAGING AND MARKING

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

D.1 PACKING AND PACKAGING

All deliverables under this contract shall be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage due to shipping, handling and storage hazards.

D.2 REPORTS AND OTHER DOCUMENTATION

Reports and other documentation, including Contract Data Requirements List (CDRL) items, shall be packaged, packed and marked to ensure arrival at destination in satisfactory condition. Containers and wrappings shall conform to best commercial practice.

D.3 MARKING OF REPORTS

The Contractor shall mark all reports as follows:

- (a) Task/Delivery Order number
- (b) Report Title
- (c) Contract Number
- (d) Date
- (e) Distribution

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.10.4-2 Inspection of Supplies--Fixed-Price (November 1997)**
- 3.10.4-3 Inspection of Supplies-Cost Reimbursement (April 1996)**
- 3.10.4-4 Inspection of Services – Both Fixed-Price & Cost Reimbursement**
- 3.10.4-5 Inspection—Time-and-Materials and Labor-Hour (April 1996)**
- 3.10.4-14 Assignment of a Quality Reliability Officer (QRO)**
- 3.10.4-16 Responsibility for Supplies (April 1996)**

E.1 INSPECTION AND ACCEPTANCE

Inspection of the supplies and services to be furnished hereunder will be made by the Contracting Officer's Technical Representative and acceptance will be made in writing by the Contracting Officer upon successful completion of all testing and Contractor Acceptance Inspection (CAI).

E.2 INSPECTION AND ACCEPTANCE OF DOCUMENTS

Inspection and acceptance of documents shall be executed in writing by the FAA and in accordance with each CDRL.

E.3 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997) CLA.1908

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the following AMS clauses: Inspection of Supplies--Fixed-Price (3.10.4-2), Inspection of Services--Fixed-Price and Cost Reimbursement (3.10.4-4), and Inspection—Time-and-Materials and Labor-Hour (3.10.4-5).

PART I - SECTION F
DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.8-3 Delivery of Excess Quantities (April 1996)**
- 3.10.1-9 Stop-Work Order (October 1996)**
- 3.10.1-11 Government Delay of Work (April 1996)**
- 3.11-34 F.O.B. Destination (April 1999)**
- 3.11-48 F.O.B. Destination--Evidence of Shipment (April 1999)**

F.1 AUTHORIZED PERFORMANCE (JAN 1997) (R) CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery or task order by an authorized Contracting Officer of the Federal Aviation Administration. All Orders shall reference a formal delivery or task order number.

F.2 CHANGE TO INDIVIDUAL DELIVERY ORDER CLA.1137
SCHEDULE (JAN 1997)

- (a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.
- (b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.
- (c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.
- (d) This clause shall not limit the Government's rights under the Default clause.

F.3 PLACE OF PERFORMANCE

The effort required by this contract shall be performed at the contractor's facility and various FAA locations and will be specified in the individual task/delivery orders.

F.4 PERIOD OF PERFORMANCE

- CLIN 00XX Base Year**
- CLIN 10XX First Option Year**
- CLIN 20XX Second Option Year**
- CLIN 30XX Third Option Year**
- CLIN 40XX Fourth Option Year**

F.5 DELIVERABLES/DELIVERY SCHEDULES

Deliverables/delivery schedules for equipment and services are specified below:

- (a) CLIN 0001, ACEPS Batteries shall be delivered FOB Destination within 60 calendar days from receipt of delivery order.
- (b) CLIN 0002, Installation begins 60-calendar days after issuance of Task Order unless later date of performance is directed in the Task Order. For each string work is completed within 21-calendar days.
- (c) CLIN 0003A coordinated with battery delivery to Anchorage, Alaska.
- (d) CLIN 0003B and C coordinated with battery string delivery when batteries are installed by others.
- (e) CLIN 0004, 0004A, B, C are IAW the CDRLs.
- (f) CLIN 0005 IAW SOW 3.1.5, pre-approval by Contracting Officer required.
- (g) CLIN 0006, 0007 delivery schedule IAW task order for CLIN 0005.

(Note: Deliverables/Delivery schedules cited in (a) through (g) above apply to corresponding CLINs for Options 1I through 4 identified at B.4)

F.6 ACCELERATED DELIVERY (JAN 1997)

CLA.1817

Any Schedule for delivery or performance may be expedited with prior approval from the Government at no additional expense to the Government.

F.7 CONTRACT PERIOD (JAN 1997) (R)

CLA.1604

The effective period of this contract is one (1) year from the date of contract award with four (4) subsequent 1-year option periods to be exercised at the sole discretion of the Government.

F.8 EQUIPMENT DELIVERY

The Contractor shall deliver each piece of equipment and all supporting equipment at the sites specified in the task/delivery order in accordance with the requirements herein and the SOW.

F.9 F.O.B. POINT (JAN 1997)

CLA.2015

The contractor shall deliver each item F.O.B. Destination within the 48 contiguous United States.

F.10 (Reserved).

F.11 OUTSIDE CONTIGUOUS UNITED STATES, ANCHORAGE, ALASKA (CLIN 0003A, and corresponding Option Year CLINs)

The contractor shall, as required, provide equipment delivery service to locations outside the 48 contiguous United States.

F.12 GROUND LEVEL DELIVERY (CLIN 0003B and corresponding Option Year CLINs)

The contractor shall provide ground level delivery service (sometimes referred to as “lift gate truck” service) as required where no further movement of equipment is performed by the carrier, other than deliver equipment to the site and remove from the truck to ground level. This delivery service is only used when CLIN 0001 battery strings are installed by others.

F.13 INSIDE DELIVERY (CLIN 0003C and corresponding Option Year CLINs)

The contractor shall provide inside delivery service as required to remove equipment from delivery truck and place the equipment inside the facility. This delivery service is only used when CLIN 0001 battery strings are installed by others.

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-22 Contracting Officer's Technical Representative (January 2008) (January 2008)

G.1 ORDERING PROCEDURES

- (a) General. Task/delivery orders will be issued for services and supplies to be performed/furnished under this contract. Generally, the Contracting Officer will issue delivery and task orders in order of priority, which may be periodically updated, during the performance period of the contract. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in the priority order unless written approval is received from the Contracting Officer to deviate from the priority order.
- (b) Ordering Procedures.
 - (1) The task/delivery order will be signed, dated and issued by the Contracting Officer. Each task/delivery order will contain the following information:
 - (i) Proposed completion or task/delivery date;
 - (ii) Proposed travel costs, if applicable;
 - (iii) An appropriate task/delivery order number and a reference to this Contract Line Item Number (CLIN).
 - (iv) A description of the services to be performed or product to be delivered presented in a Task Performance Work Statement format. Any special requirements relating to the specific task to be performed.
 - (v) Period of performance.
- (c) Task/delivery orders may be issued under this contract by the Contracting Officer at any time within the term of this contract or any extension under the option clause.
- (d) Whenever, in the opinion of the Contracting Officer, the need for services is an emergency, the Contracting Officer may issue a task-delivery order, with a copy of the Task Performance Work Statement attached, directing the Contractor to proceed with performance of the work specified. Such task/delivery order will specify a ceiling price. The contractor will proceed with the performance of the work required by task/delivery order. The contractor will submit a task proposal within 20 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, negotiations, if required, will be conducted to establish a new ceiling price.
- (e) Any completion-type task/delivery order (performance work statement must state a definite goal of target and specify an end product) issued during the term of this contract and not completed within that term shall be completed by the contractor within the term specified in the task/delivery order. The rights and obligations of the contractor and the FAA regarding that task/delivery order shall be completed during the effective term of this contract.
- (f) Expenditures. In performance of orders, the Contractor shall not incur costs in excess of the funds provided in each order. In performance of each order, Government liability, except for issue being disputed, shall be limited to amounts cited in the order schedule.

G.2 OPTION TO EXTEND SERVICES (JAN 1997)**CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.3 INVOICING PROCEDURES - GENERAL (JAN 2002)**CLA.0135**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

- (1) The original to:

Federal Aviation Administration
Ken Carter, AJA-47
800 Independence Ave, SW
Washington, DC 20591

- (2) Two copies to:

DOT/FAA AMZ - 110
Accounts Payable Branch
PO Box 25710
Oklahoma City, OK 73125

- (3) One copy to:

FAA, Power Services Group
Pamela Curry, AJW-221
800 Independence Ave., SW
Washington DC 20591

- (b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall be maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.4 AVAILABILITY AND USE OF FAA FACILITY AND UTILITIES.

(a) The contractor may use existing utilities without charge, if available; however, the contractor at his/her own expense and in a manner satisfactory to the Contracting Officer, shall furnish, install, and maintain all necessary temporary connections and distribution lines, and shall remove same prior to final acceptance of the on-site work. These utilities are limited to four 120 volt, 20 amp outlets.

(b) The contractor may use the facility restroom(s) and cafeteria.

- (c) The contractor will not be assigned a phone or phone service.
- (d) The contractor will be assigned an area within the facility for temporary office space. Unless indicated otherwise this temporary office area/space will be at least 48 square feet.
- (e) The contractor will be allowed an external staging and storage area, approximately 400 square feet. Storage of replaced batteries is not allowed on Government property.
- (f) Parking, on-site, in facility parking lot.

G.5 WARRANTY - PRODUCTS (JAN 1997) (REVISED/TAILORED)**CLA.4530**

(a) Battery/Batteries. In addition to the battery(s) the contractor shall be responsible for all F.O.B. destination costs during the warranty period; and interconnection parts, labor, packaging, handling, shipping and transportation, and licensed recycle of defective battery(s). The contractor shall provide labor and travel to replace or repair any battery or connector product(s) that fail in operation within the battery warranty specified in CLIN 0001A and corresponding Option Years. Warranty begins 60 calendar days from date of delivery, or date of ACEPS battery installation, which ever occurs first. Parts used for replacements are warranted for the longer of 90 days or the remainder of the original warranty period. The Contracting Officer will give written notice of any defect or nonconformance to the contractor within a reasonable period of time after discovery. Replacements of contract items shall be made promptly and on a FOB destination basis.

(b) The rights and remedies of FAA provided in this clause are in addition to and do not limit any rights afforded to FAA by any other clause of this contract or under applicable Federal or State law, including the Uniform Commercial Code.

PART I - SECTION H

SPECIAL CONTRACT REQUIREMENTS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

H.1 FAA FACILITY REGULATIONS (JUL 2001)

CLA.3402

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

H.2 SECURITY – ESCORTED ACCESS ONLY (SEPTEMBER 2003)

CLA.4553

(a) Definitions.

(1) *Access* – In general the term “access” is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) *Classified information* - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified Information.

(3) *Contractor employee as used for personnel security* – any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) *FAA Facility as it applies to personnel security* – any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) *Operating Office* - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) *Resources* – FAA resources includes a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) *Sensitive Information* – any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(b) It has been determined by the operating office, in conjunction with the Servicing Security Element (SSE), and in accordance with FAA Order 1600.72, that all positions under this contract are low risk (as designated on the FAA Form 1600-77) and seasonal, per diem, temporary, or intermittent and will not exceed 180 days in either a single assignment or a series of assignments and will be exempt from investigation. Therefore, all services or work performed under this contract that are performed at an FAA facility or that involve access to FAA sensitive information, restricted areas, or resources will be done only while under the escort of an authorized FAA employee or an appropriately cleared contractor employee.

(c) This determination does not preclude the SSE from investigating contractor employees under the normal investigative requirements, if it is determined that the contractor employee will require unescorted access to sensitive FAA information, resources and Automated Information Systems, and/or unescorted access to FAA facilities.

(d) If it is determined that the contractor's employees require an investigation, then this contract will be modified to include the applicable security and suitability clauses.

(e) It is the responsibility of the escort to keep the escort-required contractor employee or other person in plain view at all times and must be constantly aware of the contractor employee's or other person's actions. The contractor will not allow any contractor employee unescorted access to FAA facilities, restricted areas, sensitive information or resources.

(f) The contract employee shall not have access to classified information.

(g) For all foreign nationals requiring escorted access to an FAA facility under this contract, the contractor shall furnish the following information to AMC-700, Security and Investigations Division, one week in advance of their proposed escorted access: name, alias(es), SSN, date and place of birth, country(ies) of citizenship, alien registration number, date and place of entry into the US, contract name and contract number.

(h) The contractor employee(s) shall comply with all applicable DOT, FAA, and local security directives while performing work under this contract.

H.3 SPECIAL DEFINITIONS

(a) "Contractor's Cost" means the net cost to the contractor (after deducting cash or trade discounts, rebates, commissions and any other allowances and credits available to the contractor, regardless of date purchased, plus properly identified and supported freight or transportation costs) for parts acquired by the contractor for performance under this contract. Also see AMS Clause 3.3.1-5,

(b) "Direct Labor Hours" means those hours of labor which are identifiable as being performed directly on an item of the contract and which serve as the basis for payment of the Daily Rate set forth in Section B. The method of charging direct labor hours to this contract must conform to the contractor's accepted normal accounting practices and procedures, and allow for verification to the sources of the costs incurred. The term Direct Labor Hours does NOT include time for the indirect work of overhead and supervisory employees such as officers, engineers, supervisors, foremen, quality control inspectors, material handlers, clerks, typists, timekeepers, watchmen and truck drivers.

(c) "Direct Material" means those materials that are not encompassed by the definition of "Indirect Materials."

(d) In conjunction with (a),(b)&(c) above, see AMS Clause 3.3.1-5, Payments Under Time-and-Materials and Labor-Hour Contracts, at Section I. Additionally, any reference to subcontracts or material handling costs under these CLINs shall be IAW 3.3.1-5.

(e) Definitions for "Components", "Domestic end product", "End products", and "Foreign offer" are found at AMS Clause 3.6.4-2 paragraphs (b)(1) through (b)(4).

(f) The following additional definitions found at AMS Toolbox T3.6.4 apply to issues related to "Buy American":

(1) "Domestic offer" means an offered price for a domestic end product, including transportation to destination.

(2) "Foreign end product" means an end product other than a domestic end product.

(3) "Manufactured product" as it applies to "Buy American-Steel and Manufactured Products" means an item produced as a result of the manufacturing process.

(4) "Manufacturing process" as it applies to "Buy American-Steel and Manufactured Products" means the application of processes to alter the form or function of materials or of elements of the product in a manner adding value and transforming those materials or elements so that they represent a new end product functionally different from that which would result from mere assembly of the element or materials.

H.4 ECONOMIC PRICE ADJUSTMENT (SUPPLIES) CLINs 0001, 1001, 2001, 3001, and 4001

(a) This clause becomes operative upon the government's exercise of any option as set forth in Section B and upon the annual update of prices as contemplated herein.

(b) The contractor warrants that the unit prices stated in the Section B for CLIN 0001 are not in excess of the contractor's/supplier's applicable established distributor's prices in effect on the contract date for like quantities of the same item. The term unit price excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term *established distributor's price* means a price that: (1) is an established catalog or published price to the contractor's distributors for a commercial item sold in substantial quantities to the general public; and (2) is the net price after applying any standard trade discounts offered by the contractor to its distributors.

(c) If the contractor's applicable established price reflects an increase or decrease as of the award date each contract option period, the corresponding contract unit price shall be increased or decreased accordingly. The contractor shall provide written notice to the Contracting Officer of the actual increase or decrease to the established price of each CLIN along with a copy of the corresponding established distributor's price list. The contract shall be modified accordingly, subject to the following limitations:

(1) Options I through IV CLINs 1001, 2001, 3001, and 4001 the increased or decreased contract unit price shall be effective on the effective date of the new contract period, i.e., first day of the option period, provided that the contractor's written notification is received not later than 60 days prior to the first day of the contract period in accordance with B.2(c). If the written notification is received later than 60 days prior to contract expiration, except that if the adjustment resulted in a decrease, the effective date would be retroactive to the first day of the contract term.

(2) The increased or decreased contract unit price shall not apply to orders placed prior to the effective date of the modification.

(3) No modification increasing a contract unit price shall be executed until the Contracting Officer verifies the increase in the applicable established price.

H.5 REIMBURSEMENT OF TRAVEL COSTS (DEC 2003)

CLA.4531

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are incurred and charged as a direct contract cost. All travel-related expenses claimed for reimbursement shall be separately identified by individual, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items for reimbursement at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the FAA's Travel Policy (FAATP), as amended, issued by the Federal Aviation Administration and maintained on its website, http://www2.faa.gov/aba/html_tp/index.html. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FAATP transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs, with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

H.6 (Reserved)

H.7 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998)

CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.8 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)

CLA.4551

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

H.9 QUALIFICATIONS OF EMPLOYEES (DEC 2002)**CLA.4552**

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

H.10 SPECIAL DELIVERY REQUIREMENTS

All delivery trucks entering FAA facilities must be dedicated delivery, contain only equipment for that facility, third party cargo is not allowed on delivery trucks entering FAA facility secure perimeters. This is also applicable when given a delivery order under CLIN 0001, and corresponding Option Year CLINs, and batteries are installed by others.

**PART II - SECTION I
CONTRACT CLAUSES**

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 1.13-1 Notice of Earned Value Management System (EVMS) (March 2006)**
- 3.1.7-2 Organizational Conflicts of Interest (August 1997)**
- 3.1.8-1 Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity (September 2000)**
- 3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (September 2000)**
- 3.2.2.3-8 Audit and Records (July 2004)**
- 3.2.2.3-25 Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (July 2004)**
- 3.2.2.3-27 Subcontractor Cost or Pricing Data (July 2004)**
- 3.2.2.3-29 Integrity of Unit Prices (July 2004)**
- 3.2.2.3-30 Termination of Defined Benefit Pension Plans (July 2004)**
- 3.2.2.3-33 Order of Precedence (July 2004)**
- 3.2.2.3-36 Reversing or Adjusting Plans for Postretirement Benefits Other Than Pensions (PRB) (July 2004)**
- 3.2.2.3-37 Notification of Ownership Changes (July 2004)**
- 3.2.2.3-75 Requests for Contract Information (July 2004)**
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)**
- 3.2.2.8-1 Material Requirements (October 2007)**
- 3.2.4-34 Option to Extend Services (April 1996)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 1996)**
- 3.2.5-6 Restrictions on Subcontractor Sales to the FAA; Alt. 1 (April 1996)**
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-1 Payments (April 1996)**
- 3.3.1-6 Discounts for Prompt Payment (April 1996)**
- 3.3.1-8 Extras (April 1996)**
- 3.3.1-9 Interest (January 2008) (January 2008)**
- 3.3.1-12 Limitation of Cost (April 1996)**
- 3.3.1-15 Assignment of Claims (April 1996)**
- 3.3.1-17 Prompt Payment (January 2008)**
- 3.3.1-27 Invoices for Equipment Delivered (March 1997)**
- 3.3.1-33 Central Contractor Registration (January 2008) (January 2008)**
- 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)**
- 3.3.2-1 FAA Cost Principles (October 1996)**
- 3.4.1-10 Insurance-Work on a Government Installation (July 1996)**
- 3.4.2-8 Federal, State, and Local Taxes--Fixed Price Contract (April 1996)**

- 3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (April 1996)**
- 3.6.1-1 Notice of Total Small Business Set-Aside (July 2006)**
- 3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (September 2001)**
- 3.6.1-4 Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (April 2007)**
- 3.6.1-7 Limitations on Subcontracting (August 1997)**
- 3.6.1-9 Mentor Protégé Program (October 2006)**
- 3.6.2-4 Walsh-Healey Public Contracts Act (April 1996)**
- 3.6.2-7 Preaward On-Site Equal Opportunity Compliance Review (November 1997)**
- 3.6.2-9 Equal Opportunity (August 1998)**
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)**
- 3.6.2-13 Affirmative Action for Workers With Disabilities (April 2000)**
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)**
- 3.6.2-35 Prevention of Sexual Harassment (August 1998)**
- 3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (April 2007)**
- 3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)**
- 3.6.3-1 Clean Air and Water Certification (April 2000)**
- 3.6.3-2 Clean Air and Clean Water (April 1996)**
- 3.6.3-16 Drug Free Workplace (January 2004)**
- 3.9.1-1 Contract Disputes (November 2002)**
- 3.9.1-2 Protest After Award (August 1997)**
- 3.10.1-7 Bankruptcy (April 1996)**
- 3.10.1-12 Changes--Fixed-Price (April 1996)**
- 3.10.1-13 Changes -- Cost-Reimbursement (April 1996)**
- 3.10.1-14 Changes--Time and Materials or Labor Hours (April 1996)**
- 3.10.1-25 Novation and Change-of-Name Agreements (October 2007)**
- 3.10.2-1 Subcontracts (Fixed-Price Contracts) (April 1996)**
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)**
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)**
- 3.10.6-7 Excusable Delays (October 1996)**
- 3.13-5 Seat Belt Use by Contractor Employees (January 1999)**
- 3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)**

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of clause)

3.2.2.3-39 Requirements for Cost or Pricing Data or Other Information --Modifications (July 2004)

(a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:

(1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or

(2) For information other than current cost or pricing data (CPD), a request for an exception to CCCPD. You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:

(i) Information on an exception you received on earlier or repetitive acquisitions;

(ii) Catalog price information including:

(A) A dated catalog with the prices;

(B) The applicable catalog pages; or

(C) A statement that the catalog is on file in the contracts office that will issue this contract modification;

(iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;

(iv) Evidence of substantial sales to the general public for catalog items that exceed [Contracting Officer (CO) to insert extended value - not unit price]. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;

(v) The basis for the market price including:

(A) The source, date or period of the market quotation;

(B) Any other basis for the market price, the base amount, and applicable discounts;

(C). The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or

(D) Data supporting substantial sales to the general public.

(vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;

(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.

(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [*] are accurate, complete, and current as of [**]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm _____

Signature _____

Name _____

Title _____

Date of execution [*** _____]

*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

** Contractor insert the day, month, and year when price negotiations were concluded and price agreement

was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

*** Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.
(End of certificate)

3.2.4-16 Ordering (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 November 2008, or date of award through 31 October 2009, or 365 calendar days.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

3.2.4-17 Order Limitations (October 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$200,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$2,000,000;

(2) Any order for a combination of items in excess of \$2,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 working days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

3.2.4-20 Indefinite Quantity (July 1996)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 calendar days (6 months) after the expiration date of the contract.

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 (months) 5 (years).

3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Employee class	Monetary Wage-Fringe Benefits
----------------	-------------------------------

_____	_____
_____	_____
_____	_____
_____	_____

(End of clause)

3.6.3-3 Hazardous Material Identification and Material Safety Data (April 1996)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None) _____
Identification No. _____

(c) The apparently successful offeror, by acceptance of the contract, certifies that the list in paragraph (b) of this clause is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material;

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest

version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

3.6.4-2 Buy American Act--Supplies (July 1996)

(a) The Buy American Act (41 U.S.C. 10) and Executive Order No. 10582, dated December 17, 1954, as amended, provide that the Government give preference to domestic end products.

(b) Definitions:

(1) "Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

(2) "Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (c)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

(3) "End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(4) "Foreign offer," as used in this clause, means an offered price for a foreign end product, including transportation to destination and duty (whether or not a duty free entry certificate is issued).

(c) The Contractor shall deliver only domestic end products, except those--

(1) For use outside the United States;

(2) That the FAA determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;

(3) For which the FAA determines that domestic preference would be inconsistent with the public interest; or

(4) For which the FAA determines the cost to be unreasonable.

(i) Unless the FAA determines otherwise, the offered price of a domestic end product is unreasonable when the lowest acceptable domestic offer exceeds the lowest acceptable foreign offer, inclusive of duty, by:

(A) More than 6 percent, if a domestic offer is from a large business that is not a labor surplus area concern; or

(B) More than 12 percent, if a domestic offer is from a small business concern or any labor surplus area concern.

(ii) The evaluation in subparagraph (i) above shall be applied on an item by item basis or to any group of items on which award may be made, as specifically provided by the screening information request.

(iii) If an award of more than \$250,000 would be made to a domestic concern if the 12 percent factor were applied, but not if the 6 percent factor were applied, the FAA will decide whether award to the domestic concern would involve unreasonable cost. (End of clause)

PART III - SECTION J

LIST OF ATTACHMENTS

Attachment	Title	Date	No. of Pages
J.1	Contract Data Requirements List (CDRL)		
	M001 Program Plan	11/7/07	1
	M002 Quarterly Program Management and Cost Report	11/7/07	1
	M003 Monthly ACEPS Battery Replacement Project Schedule Report	11/7/07	1
	M004 Employee/Subcontractor Master List	11/7/07	1
	M005 Agenda, Meetings and Conferences	11/7/07	1
	M006 Meeting Minutes	11/7/07	1
	Q001 QUALITY ASSURANCE PLAN	11/7/07	1
	E001 Factory Test Data	11/7/07	1
	E002 Commercial Support Documentation	11/7/07	1
	E003 SITE SURVEY REPORT, Contractor's Statement of Work	11/7/07	1
	E004 SITE SURVEY REPORT, Contractor's Statement of Work, Revision 1	11/7/07	1
	E005 SITE SURVEY REPORT, Contractor's Statement of Work, Final	11/7/07	1
	E006 Battery Load Test	11/7/07	1
	E007 Baseline Readings	11/7/07	1
	E008 Certificate of Recycle and Disposal	11/7/07	1
	E009 CAI Checklist	11/7/07	1
	L001 Battery/Accessories Parts List	1/24/08	1
	L002 Battery Support Equipment List	1/24/08	1
	L003 ACEPS Batteries Replaced Under Warranty	1/24/08	1
J.2	Data Item Descriptions (DIDs):	11/7/07	1
	M001 Program Plan	11/7/07	1
	M002 Quarterly Program Management and Cost Report	11/7/07	1
	M003 Monthly ACEPS Battery Replacement Project Schedule Report	11/7/07	1
	M004 Employee/Subcontractor Master List	11/7/07	1
	M005 Agenda, Meetings and Conferences		
	M006 Meeting Minutes		
	Q001 QUALITY ASSURANCE PLAN	11/7/07	1
	E001 Factory Test Data	11/7/07	1
	E002 Commercial Support Documentation	11/7/07	1
	E003 SITE SURVEY REPORT, Contractor's Statement of Work	11/7/07	1
	E004 SITE SURVEY REPORT, Contractor's Statement of Work, Revision 1	11/7/07	1
	E005 SITE SURVEY REPORT, Contractor's Statement of Work, Final	11/7/07	1
	E006 Battery Load Test	11/7/07	1
	E007 Baseline Readings	11/7/07	1
	E008 Certificate of Recycle and Disposal	11/7/07	1
	E009 CAI Checklist	11/7/07	1
	L001 Battery/Accessories Parts List	1/24/08	1
	L002 Battery Support Equipment List	1/24/08	1
	L003 ACEPS Batteries Replaced Under Warranty	1/24/08	1
J.3	Price Exhibit A— Battery Support Equipment List	Undated	1

(CLIN 0001C, 1001C, 2001C, 3001C, and 4001C)

J.4	ACEPS Site List	10/2/07	1
J.5	Monthly ACEPS Battery Replacement Project Schedule	1/24/08	1
J.6	Quarterly Project Management Cost Report	1/24/08	1
J.7	Battery Replacement Contractor Acceptance Checklist	1/24/08	2
J.8	Form 3900-8, Project Safety and Health Checklist	10/2/07	2
J.9	Cellcorder Resistance Reading Procedures	11/7/07	1
J.10	OSHA References	N/A	42
J.11	ACEPS Battery Warranty Replacement Report	1/24/08	1

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-31 Facilities Capital Cost of Money (July 2004)**
- 3.2.5-2 Independent Price Determination (October 1996)**
- 3.6.2-3 Walsh-Healey Public Contracts Act Representation (January 1998)**
- 3.6.2-5 Certification of Nonsegregated Facilities (April 1996)**
- 3.6.3-10 Certification of Toxic Chemical Release Reporting (August 1998)**
- 3.6.3-11 Toxic Chemical Release Reporting (August 1998)**
- 3.13-4 Contractor Identification Number/Data Universal Numbering System (DUNS) Number (April 2006)**

3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 120 calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

(country)

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

3.2.2.3-35 Annual Representations and Certifications (July 2004)

The offeror certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated _____ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

☐ (b) Are enclosed.
(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing

medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.3-76 Representation- Release of Contract Information (July 2004)

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1)[] You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)[] You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that [] your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)[] You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)[] As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.
[End of Provision]

3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)

a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental

entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.2-6 Previous Contracts and Compliance Reports (April 1996)

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

3.6.2-8 Affirmative Action Compliance (April 1996)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.1 Business Declaration.

Vendor shall complete and submit with this contract section, Attachment K.1, "Business Declaration".

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 **Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.1.7-4 **Organizational Conflict of Interest Sir Provision - Short Form** (March 2006)**
- 3.2.2.3-1 **False Statements in Offers** (July 2004)**
- 3.2.2.3-6 **Submittals in the English Language** (July 2004)**
- 3.2.2.3-7 **Submittals in U.S. Currency** (July 2004)**
- 3.2.2.3-9 **Notice of Possible Standardization** (July 2004)**
- 3.2.2.3-11 **Unnecessarily Elaborate Submittals** (July 2004)**
- 3.2.2.3-12 **Amendments to Screening Information Requests** (July 2004)**
- 3.2.2.3-13 **Submission of Information Documentation/Offers** (July 2004)**
- 3.2.2.3-14 **Late Submissions, Modifications, and Withdrawals of Submittals** (July 2004)**
- 3.2.2.3-16 **Restricting, Disclosing and Using Data** (July 2004)**
- 3.2.2.3-17 **Preparing Offers** (July 2004)**
- 3.2.2.3-18 **Prospective Offeror's Requests for Explanations** (July 2004)**
- 3.2.2.3-19 **Contract Award** (July 2004)**
- 3.2.2.3-72 **Announcing Competing Offerors** (July 2004)**
- 3.6.2-7 **Preadward On-Site Equal Opportunity Compliance Review** (November 1997)**
- 3.13-4 **Contractor Identification Number—Data Universal Numbering System (DUNS) Number** (April 2006)**

3.2.2.3-20 **Electronic Offers (July 2004)**

Electronic Offers shall not be used for this SIR. All Contract Section-L submittals shall be hardcopy, submitted in accordance with this contract section, and received by the Government on the SIR/RFO closing date.

(End of provision)

3.2.4-1 **Type of Contract (April 1996)**

The FAA contemplates award of an Indefinite-Delivery Indefinite-Quantity (IDIQ) contract resulting from this Screening Information Request.

3.9.1-3 **Protest (November 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE VENDOR OR POTENTIAL VENDOR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A

protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Vendors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of Clause)

L.1 Instructions for Preparation and Submission of Proposals

(a) Each Vendor will submit information identified in the volumes as set forth in paragraph (b) below. The data submitted should be complete, concise and relevant to the requirements of the SIR/RFO and are required to be submitted in the prescribed formats subsequently identified herein.

- (b) The titles and contents of the volumes should be as set forth below with the required number of copies.

<u>Proposal Organization</u>		
Volume	Title	Copies
I	Executive Summary/Contract Documentation	1
II	Cost/Price Proposal and Equipment Origin	1
III	Relevant Past Performance and Experience*	3
IV	Technical/Management Proposal*	3

*No reference shall be made to costs/prices in Volume III and IV.

- (c) Page Limitations.

Page limitations shall be treated as maximums. If exceeded, the excess pages beyond the stated page limit will be removed from the proposal and not be considered. Each page shall be counted except cover pages, table of contents, list of tables or drawings, tabs, and glossaries. **CAUTION: Evaluators will read only up to the page limit as specified for each volume and evaluate accordingly.**

- (d) Common items for all volumes:

- (1) When both sides of a sheet display printed material, it shall be counted as 2 pages.
- (2) Volume cover shall designate volume title along with applicable page(s) the Vendor deems competition sensitive.
- (3) All volumes should be separately bound in three-ring, loose-leaf binder.

- (e) **Volume I - Executive Summary/Contract Documentation:** This volume will be in both FAA and Vendor format. This will provide information to the FAA for preparing the contract document and supporting file. Vendors must complete and submit:

- (1) Vendor's Executive Summary, Vendor format limited to one (1) 8.5" x 11" page.
- (2) Section A, Solicitation, Offer and Award (SF33), Blocks 12 through 18;
- (3) Section K, Representations and Certifications; and,
(Note: Completion of documents identified at (1) through (3) above indicates that the Vendor has read and agrees to the terms and conditions contained in RFO. The FAA may consider Vendor offers that take exception to the terms and conditions of the RFO to be unacceptable and thereby ineligible for award. Vendors submitting such offers may not be given the opportunity to revise their offer.)

- (f) **Volume II - Cost/Price Proposal and Equipment Origin:** This volume will be in both FAA and Vendor format. This will provide information to the FAA for preparing the contract document and supporting file. Vendors must complete and submit:

- (1) Section B, Supplies or Services and Prices/Costs; Government format.
- (2) Vendor's published battery price list/catalog on which Section B prices were based, Vendor format.
- (3) Equipment Origin. Offer identifies manufacturing location of batteries identified in Section B. The declaration of equipment origin (Vendor format) is limited to one (1) 8.5" x 11" page.

- (g) **Volume III - Relevant Past Performance and Experience:**

- (1) This documentation is FAA format: Vendor's Relevant Past Performance and Experience History, Attachment L.1. Total page count including Vendor key personnel, and if applicable, any critical first tier subcontractors, teaming partners or joint venture partners, is forty (40) pages.

(Note: The documentation provided by the Vendor relative to past performance and experience should evidence the distinction between past performance— "how well" the Vendor has performed, and experience—the Vendor has "done it" before.)

- (2) General. Vendor will provide information on past and present contracts that demonstrate an ability to perform contracts similar in scope and complexity to this requirement. Relevant past performance

and experience can be on prior or present government and/or commercial sector contracts requiring the following: Program Management; and Installation. Past performance and experience of key personnel, prior to working for the present vendor, or on similar contract(s), is applicable.

The vendor shall submit past performance and experience information as outlined at Attachment L.1, Vendor's Past Performance and Experience History. The Vendor may complete Attachment L.1 on up to five (5) recent (within the past five (5) years) contracts considered most relevant in demonstrating your ability to perform the proposed efforts in the Statement of Work (SOW), SIR/RFO Section C. The FAA will use data provided by each vendor in Volume II and data obtained from other sources in the evaluation of past performance and experience. Provide performance information on each contract. If applicable up to two (2) Vendor's Past Performance and Experience History on key personnel relating to work performed for another employer. The Program Manager and Alternate Program Manager are the only designated "key personnel" for this requirement. Reference paragraph 3.1, Program Management, of the Statement of Work, at Section C of the SIR/RFO.

Specific Content. Vendor must explain what aspects of the contract(s) are deemed relevant to this SIR/RFO SOW elements: Program Management (reporting, single point-of-contact, quality assurance; battery/equipment delivery; battery/equipment recycle/disposal; and testing); and installation (site surveys, project briefing; pre-installation meetings, project briefings; battery replacement; testing and documentation; and acceptance inspection. This may include a discussion on efforts by the vendor to resolve problems encountered on existing and past contracts. The problems encountered may be of a simple or complex nature, depending on the program's complexity. The vendor must demonstrate that these were minor problems with the program, easily resolved, or required more management action. In either scenario the vendor is required to clearly demonstrate that management actions were employed to overcome the problem(s) and what effects those actions, in terms of improvements, achieved or solved the problem.

Relevant Contract(s). Include rationale supporting your assertion that the past and present contracts are relevant to the tasks required in this contract's SOW. For a description of the characteristics the Government will consider in determining relevance of past and present performance, see Section M, Evaluation Factors for Award, paragraphs M.3 a) and d)—Relevant Past Performance and Experience Factor. If the vendor has first tier subcontractors, teaming partners, or is in a joint venture it is important they specifically describe their relationship and work performed by each. A relevant contract does not have to contain all elements of a subfactor or all subfactors; vendors may submit information on a contract that relevant to one subfactor or one aspect of a subfactor. Vendors that are newly formed business, without prior contracts or that do not possess relevant corporate past and present performance, should submit up to three (3) performance history sheets on key personnel demonstrating their most recent past and present performance. The FAA will not consider performance on a newly awarded contract without a performance history or on any effort completed more than five (5) years prior to this contract's solicitation date. However, the FAA reserves the right to review contract agreements and performance that are older than five (5) years.

- (h) **Volume IV – Technical/Management Proposal.** This volume will include the installation and Battery Technical Proposal. This documentation will be in Vendor and FAA format preferably with page size of 8.5x11 inches, except if applicable, foldouts using 11x17 inch paper. The Installation and Battery proposals shall be submitted as separate and complete sections. The quantity of information requested may require separate binders for each section—hence, Volume IV could be in multiple binders. The equipment proposal shall not include costs/prices or any pricing related information. Quality of content is more important than quantity. The Installation and Battery proposal is limited sixty (60) pages while addressing the following:
- Site Survey Report. Vendor format
 - Statement-of-Work. Vendor format
 - Battery Load Test, test plan, and Baseline Readings. Vendor format
 - Battery, battery warranty and ancillary equipment. Vendor format

- 1) Battery manufacturer specification sheets. Vendor format
- 2) Compliance review, FAA Format. Complete Attachment L.2. Vendor shall verify offered battery equipment is compliant, deviates or takes exception with the following numbered paragraphs to Section-C, SOW, Paragraph 4.0: 4.0 through 4.7. The Compliance Review shall be a paragraph-by-paragraph review of the battery equipment requirements with the following information, "C", "D" or "E."
 - (A) "C": Comply with no exceptions.
 - (B) "D": Comply with deviations. For each and every deviation, provide reasons for the proposed deviation and how the intent of the Specification can be satisfied.
 - (C) "E": Exception—do not comply. For each and every exception taken, provide reasons for each exception taken.

L.2 Relationship between Sections L and M

Your attention is directed to the functional relationship between Sections L and M of this SIR/RFO. Section L provides information for the purpose of organizing the proposal and is not intended to be all-inclusive. Section M describes evaluation factors for award. Since the Government evaluation of proposals will cover all areas identified in Section M, proposals should address all such areas for evaluation.

L.3 Submission of Supporting Cost or Pricing Data

- (a) It is anticipated that price analysis will be based on adequate price competition; therefore, Vendors are not required to submit cost or pricing data with its proposal. However, if after receipt of offers it is determined that adequate price competition does not exist, uncertified, yet detailed, cost or pricing data may be required.
- (b) The Vendor shall provide current, complete and accurate cost or pricing data within ten (10) calendar days after receipt of the contracting officer's request.

L.4 Proposal Acceptance

- (a) Only one proposal from each Vendor shall be considered.
- (b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements.
- (c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

L.5 Disposition of Unsuccessful Proposals

Proposals from unsuccessful Vendors will not be returned. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

L.6 Pre-Proposal Conference

Prospective offerors are invited to attend a Pre-Proposal Conference on the ACEPS battery replacement requirement. The purpose of the conference will be: conduct a briefing of the project; site walk-through of an ACEPS battery facility; and provide responses to questions received during the "Q&A" Open Period.

Any questions resulting from the Pre-Proposal Conference must be submitted in writing, within five (5) working days. FAA makes no guarantee that responses to the subsequent questions will be published prior to the closing of the SIR/RFO.

Pre-Proposal Conference Details:

ACEPS Battery Pre-Bid Conference

Date: Wednesday October 8 or Thursday October 9, 2008

Time: 0900 – 1200 EDT.

Location: FAA Atlanta ARTCC

299 Woolsey Road

Hampton, GA 30228

Pre-Proposal Conference and Questions/Comments Submittal Information. Submit the following to Kenneth.M.Carter@faa.gov.

a) As this is an operational facility, prospective attendees will be required to submit the following information no later 1530 EDT Wednesday October 1, 2008.

1. Name of attendee(s), limited to two;
2. Name and address of company being represented;
3. Date of attendance, October 8 or 9; and.

b) Questions/comments concerning the SIR/RFO submitted by 1:00 PM EDT Thursday September 25, 2008.

PART IV - SECTION M

EVALUATION FACTORS FOR AWARD

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.4-31 Evaluation of Options (April 1996)

M.1 Information and Considerations Affecting Vendor Proposal Submissions.

- a) This acquisition will employ best practices procedures for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 2008.
- b) The FAA may communicate with one or more Offerors (Vendors) at any time during SIR process. Communications with one Vendor do not necessitate communications with other Vendors since communications will be Vendor-specific. Information determined to have common application and not considered prejudicial to any Vendor will be communicated to all Vendors.
- c) Offers will be evaluated and contract award made on the basis of "Best Value to the FAA", with technical being significantly more important than cost/price. Subjective judgment on the part of the FAA is implicit in the evaluation process.
- d) Proposals may be eliminated if they are determined to be grossly deficient (i.e., the submittal does not represent a reasonable effort to address itself to all elements of the SIR/RFO or clearly demonstrates that the Vendor does not understand the requirements of the SIR/RFO) and the proposed cost/price are not considered reasonable.
- e) Each proposal will be evaluated on the basis of its written submissions and cost/price information described at Provision L.1 (hereafter referred to as technical and cost/price proposals). Separate technical and cost/price proposals are required as described in Section L.
- f) All offers will be subjected to detailed technical evaluation by a team who will rate proposals in accordance with a pre-established evaluation plan.
- g) Technical proposals will be evaluated, rated, and scored in accordance with pre-established evaluation factors. These factors are listed in Provision M.3 in descending order.
- h) Cost/Price proposals will be reviewed for mathematical accuracy for the base period and option contract periods one through four.
- i) The price/cost evaluation team will not have access to technical proposals during the initial detailed evaluation. Likewise, the technical evaluation team will not have access to price/cost proposals during the initial detailed evaluation. After completion of the initial detailed evaluation, the technical and price evaluation teams may have access to the other teams' proposals only as authorized by the Contracting Officer.
- j) The offer that provides the overall best value to the FAA will be selected. The successful offer may not necessarily be the lowest priced offer. Technical considerations are more important than cost/price. The relative importance of cost will increase as the differences in technical scores decrease.
 - 1. Because several proposals are anticipated, uniformity of proposals is essential to assure a fair and accurate assessment of each offer. All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the RFO. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion.
 - 2. Additional information may be requested from the Vendor whose proposal the FAA considers to represent the overall best value. The information may clarify or supplement, but not basically change the proposal as submitted. The FAA reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial

offer should be submitted on the most favorable terms from the standpoint of technical and price/cost.

M.2 Summary of Overall Evaluation and Down-Select Process.

Cost/Price and Technical are evaluated as set forth herein and subsequently ranked respectively. The Integrated Product Team (IPT) will consider tradeoffs between technical and cost/price factors keeping in mind that technical is more important than price in determining the overall Best Value to the FAA.

a) Technical Evaluation. Following a preliminary evaluation to determine if any proposals are grossly deficient the proposals submitted in accordance with contract Section-L, are evaluated against predetermined evaluation factors. Then technical scores are ranked. Technical evaluation ratings will then be sorted with the top qualifying ranked vendors selected for advancement to Best Value determination. To qualify as a top qualifier, vendors' initial scores must be within close proximity of competing sources (not more than 25 percent difference) without an obvious break separating the top ranked vendors from lower ranked vendors. Those proposals above the cut-off are selected for advancement to Best Value determination.

b) Risk Assessment. The Government will assess the risk associated conducting business with each vendor. This risk assessment and associated report will be completed after the technical evaluation.

c) Cost/Price Evaluation. A separate cost/price evaluation team will determine the total cost of doing business with each vendor for the Base contract period and all option contract periods. Results of this cost/price analyses is forwarded to the IPT for inclusion in the Best Value determination.

d) Best Value Determination. Using the results from the technical Evaluation Team, the Cost/Price evaluation team, and risk assessment, the IPT will make the Best Value determination. The offer that provides the greatest overall value to the FAA will be selected for award. A technical/price tradeoff may be considered, in which case the lowest total evaluated price offer may not provide the greatest overall value to the Government.

M.3 Technical Evaluation

a) Selection of a contractor for award will be based on evaluation of technical proposals according to the four (4) factors listed below. These four (4) factors are listed in descending order of importance.

Factor 1 – Relevant Past Performance and Experience

Sub Factor 1 – Relevant Past Performance

Sub Factor 1.1 – Program Management

Sub Factor 1.2 – Installation

Within Sub Factor 1, Sub Factors 1.1 and 1.2 are equal in importance.

Sub Factor 2 – Relevant Experience

Sub Factor 2.1 – Contractor Experience

Sub Factor 2.2 – Key Personnel Qualifications and Experience

Within Sub Factor 2, Sub Factor 2.1 is significantly more important than Sub Factor 2.2.

Within Factor 1, Sub Factors 1 and 2 are equal in importance.

Factor 2 – Site Survey Report, Ability to Perform Statement-of-Work Requirements

Factor 3 – Battery, Battery Test Plan and Baseline Readings

Factor 4 – Logistics Support

The evaluation factors are assigned the following weights. Factor 1, 40%; Factor 2 and 3, 25% each; and Factor 4, 10%.

b) Factors will be rated by the evaluation team on the rating scale shown below. Team ratings for each factor will be weighted to establish a score for the technical proposal.

- 4 = Excellent
- 3 = Good
- 2 = Satisfactory
- 1 = Marginal
- 0 = Unsatisfactory

c) The numerical ratings relate to the following described assumptions:

Excellent (4.0)

All aspects of the evaluation factor are addressed in a highly competent and logical fashion. Information provided clearly demonstrates that requirements can be met in a manner that far exceeds an acceptable level. Initial submittals, along with additional material submitted, demonstrate that performance can be provided in an excellent manner. Weaknesses are not evident to any degree.

Good (3.0)

All aspects of the evaluation factor are addressed in a highly competent and logical fashion. Information clearly demonstrates that requirements can be met in a manner that exceeds an acceptable level. Initial submittals, along with additional material submitted, demonstrate that performance can be provided at a level above average requirements. Weaknesses, if evident, are insignificant.

Satisfactory (2.0)

All aspects of the evaluation factor are addressed in a competent and logical fashion. Performance capability is determined to be acceptable so that all requirements can be met. Any weaknesses will not seriously degrade performance and can be corrected with reasonable effort.

Marginal (1.0)

All aspects of the evaluation factor are addressed. Information provided demonstrates that only minimum requirements can be fully met. There is some concern that a satisfactory performance level can be achieved or sustained. Weaknesses or deficiencies are evident and may require significant considerable effort to correct.

Unsatisfactory (0.0)

Fails to address key aspects of the evaluation factor. Information provided indicates that minimum requirements cannot be met. Weaknesses or deficiencies are significant and will require major correction(s).

d) Evaluation criteria for each factor are as follow:

Factor 1 Relevant Past Performance and Experience.

Purpose: It is critical that the offeror demonstrate/possess relevant past performance and experience in program management, logistics support and training as well as relevant past experience.

Instruction: A distinction must be made between past performance and experience. Past performance represents “how well” an offeror accomplished the effort. Experience simply means an offeror has “done it.” Of additional importance is that past performance and experience must be current and relevant as well as similar in scope (effort) and complexity to that described in the SIR/RFO/SOW. As a general rule, the TET should refer often to the instructions provided at Section L of the SIR/RFO. Past and present performance and experience shall be understood to mean within the previous 5 years. While the questionnaire (Attachment L.2 to Section L of the SIR/RFO) when completed by government and industry recipients of the offeror’s services is a significant means of gathering information on both past performance and experience, it must not necessarily be accepted at face value. Individual biases or differences in interpretation and application of the rating scale (i.e., 0 to 4) may occur. Accordingly, a simple roll up of the scores received through completed questionnaires will not likely provide a complete picture of an offeror’s past performance and experience. Additional information and follow-up may be required.

Key to an effective evaluation will involve an initial determination of relevancy. A relevancy determination of an offeror’s past/present performance and experience will include, as applicable, the extent of its subcontractor(s)/teaming partner(s). The following criteria may assist in the TET’s determination of relevancy.

Very Relevant. Involved the magnitude of effort and complexities that are essentially what the SIR/RFO requires and are currently ongoing or were completed within the last five (5) years.

Relevant. Involved less magnitude of effort and complexities, including most of what this SIR/RFO requires and were completed within last five (5) years.

Semi-Relevant. Involved much less magnitude of effort and complexities, including *some* of what this SIR/RFO requires and were completed within the last five (5) years.

Not Relevant. Did not involve any aspects of above.

Where an offeror’s past and present performance and experience would lend itself, contracts should be considered in aggregate in determining relevancy. For example, an offeror’s work experience on 3 past/present contracts may represent only a *semi-relevant* technical effort and/or a *relevant* teaming effort, when each contract is considered as a stand-alone effort. However, when said contracts are performed currently (in part or in whole) and are assessed in aggregate, the work may more accurately reflect a *very relevant* effort.

(Notes: (1) When an offeror has no relevant past performance and experience, a neutral score of “2” will be assigned; (2) A negative rating originating from completed Past Performance Questionnaires which results in a score below “2” for any factor or sub factor must be referred to the respective offeror for rebuttal opportunity).

Sub Factor 1 – Relevant Past Performance

Sub Factor 1.1 – Program Management

Purpose: It is critical that the offeror demonstrate/possess relevant past performance in Program Management. Program Management is considered to include reporting, single point-of-contact, configuration management, quality assurance, equipment delivery and startup, and testing.

- 4 Offeror's demonstrated performance meets contractual requirements and exceeds many (requirements) to the Government's benefit. The contractual performance of the sub factor being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
- 3 Offeror's demonstrated performance meets contractual requirements and exceeds some (requirements) to the Government's benefit. The contractual performance of the sub factor being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
- 2 Offeror's demonstrated performance meets contractual requirements. The contractual performance of the sub factor being evaluated contains some minor problems for which corrective actions taken by the contractor appear, or were, satisfactory.
- 1 Offeror's demonstrated performance meets contractual requirements. The contractual performance of the element being sub factor being evaluated presents some concern that a satisfactory performance level can be achieved or sustained as there are problems that may take considerable effort to correct for which the contractor has not yet identified corrective actions or the contractor's proposed actions appear only marginally effective or were not fully implemented.
- 0 Offeror's demonstrated performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element being sub factor being evaluated contains serious problem(s) requiring major correction(s) for which the contractor's corrective actions appear, or were, ineffective.

Sub Factor 1.2 – Battery Installation at Critical Power Facilities

Purpose: It is critical that the offeror demonstrate/possess relevant past performance performing battery installation work at facilities providing electrical power to critical equipment. Installation work includes Uninterruptible Power Supply battery string removal and disposal, battery string installation, testing batteries, and connection of a battery monitoring system.

- 4 Offeror's demonstrated performance meets contractual requirements and exceeds many (requirements) to the Government's benefit. The contractual performance of the sub factor being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
- 3 Offeror's demonstrated performance meets contractual requirements and exceeds some (requirements) to the Government's benefit. The contractual performance of the sub factor being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
- 2 Offeror's demonstrated performance meets contractual requirements. The contractual performance of the sub factor being evaluated contains some minor problems for which corrective actions taken by the contractor appear, or were, satisfactory.

- 1 Offeror's demonstrated performance meets contractual requirements. The contractual performance of the sub factor being evaluated presents some concern that a satisfactory performance level can be achieved or sustained as there are problems that may take considerable effort to correct for which the contractor has not yet identified corrective actions or the contractor's proposed actions appear only marginally effective or were not fully implemented.
- 0 Offeror's demonstrated performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the sub factor being evaluated contains serious problem(s) requiring major correction(s) for which the contractor's corrective actions appear, or were, ineffective.

Sub Factor 2 – Relevant Experience

Sub Factor 2.1 – Contractor Experience

Purpose: It is critical that the offeror possess relevant experience involving project management and battery installation work as set forth in the SIR/RFO. The offeror should describe experience related to:

1) Delivering equipment; 2) Installation of batteries and ancillary equipment; 3) Removal and disposal of batteries; 4) Compliance with OSHA safety and handling regulations.

- 4 Offeror's experience meets SIR/RFO requirements and exceeds many (requirements) to the Government's benefit.
- 3 Offeror's experience meets SIR/RFO requirements and exceeds some (requirements) to the Government's benefit.
- 2 Offeror's experience meets SIR/RFO requirements.
- 1 Offeror's experience does not meet some SIR/RFO requirements.
- 0 Offeror's experience does not meet most SIR/RFO requirements.

Sub Factor 2.2 – Key Personnel Qualifications and Experience

Purpose: It is critical that the offeror's key personnel, i.e., Program Manager (PM) and Alternate Program Manager (APM), possess a minimum of one (1) year of program management experience with a contract of similar size and scope in a Government or corporate environment to the nature and extent required by the Statement of Work, Section C, paragraph C.1, Program Management.

- 4 Both the PM and APM meet the qualification and experience contractual requirements and exceed many (requirements) to the Government's benefit.
- 3 Both the PM and APM meet the qualification and experience contractual requirements and exceed some (requirements) to the Government's benefit.

- 2 Both the PM and APM meet the qualification and experience contractual requirements.
- 1 Either the PM or APM does not meet the qualification and experience contractual requirements.
- 0 Neither the PM nor the APM meet the qualification and experience contractual requirements.

Factor 2 Site Survey Report, Ability to Perform Statement-of-Work Requirements.

Purpose: It is critical that the offeror demonstrate the ability to perform a site survey, document the findings in a site survey report, and perform the requirements of the FAA ACEPS Battery Replacement Statement-of Work (SOW). The Site Survey Report/SOW information and activity requirements are IAW Statement of Work, Section-C, paragraphs 5.2, 5.3, and 5.4.

- 4 Offeror's submittal demonstrates the ability to meet contractual requirements and exceeds many (requirements) to the Government's benefit.
- 3 Offeror's submittal demonstrates the ability to meet contractual requirements and exceeds some (requirements) to the Government's benefit.
- 2 Offeror's submittal demonstrates the ability to meet contractual requirements.
- 1 Offeror's submittal does not demonstrate the ability to meet some contractual requirements.
- 0 Offeror's submittal does not demonstrate the ability to meet most contractual requirements.

Factor 3 Battery, Battery Test Plan and Baseline Readings.

Purpose: It is critical that the offeror demonstrate: the ability to provide a 192-cell battery string that meets the ACEPS UPS battery requirement IAW Section-C, SOW, Section 4.0; ability to test the battery string(s) and provide baseline readings IAW Statement of Work, Section C, Section 5.5.1 and 5.5.2.

- 4 Offeror's submittal exceeds contractual requirements to the Government's benefit. Offeror submitted examples of battery baseline readings and demonstrated ability to perform battery string testing. And, Offeror's battery submittal indicates the proposed battery meets or exceeds all aspects of paragraph 4.1 through 4.4 without deviation or exception.
- 3 Offeror's submittal meets contractual requirements and exceeds some (requirements) to the Government's benefit. Offeror submitted examples of battery baseline readings and demonstrated ability to perform battery string testing. And, the vendor's proposed battery type, and model, from one of the manufactures listed in paragraph 4.1; submitted battery data sheets and run-time charts; battery sizing and run-time meet paragraph 4.3.1, and 4.4; and string footprint drawing indicate the battery string does not exceed footprint dimensions of paragraph 4.2.7. And, compliance review indicates vendor does not take exception or deviation to paragraphs 4.2 1 through 5, and 9; 4.3 2 through 3; and 4.3.6 a through f, j through l.

- 2 Offeror's submittal meets contractual requirements. Offeror submitted examples of battery baseline readings and demonstrated ability to perform battery string testing. The vendor proposed a battery type, and model, from one of the manufactures listed in paragraph 4.1; submitted battery data sheets and run-time charts; battery sizing and run-time meet paragraph 4.3.1, and 4.4; and string footprint drawing indicate the battery string does not exceed footprint dimensions of paragraph 4.2.7. And, compliance review indicates vendor does not take exception to paragraphs 4.2 1 through 5, and 9; 4.3 2 through 3; and 4.3.6 a through f, j, and l. Compliance review indicates no deviations or exceptions from Paragraphs 2.14.1 and 2.14.2.
- 1 Offeror's submittal does not meet some contractual requirements. And, Offeror submitted an example of battery baseline reading without all the readings required in the Section-C, SOW. Or ability to perform battery string testing not demonstrated. Or, the vendor proposed a battery type, and model, from one of the manufactures listed in paragraph 4.1; submitted battery data sheets and run-time charts; battery sizing and run-time meet paragraph 4.3.1, and 4.4; and string footprint drawing indicate the battery string does not exceed footprint dimensions of paragraph 4.2.7.
- 0 Offeror's submittal does not meet contractual requirements. Offeror did not demonstrate the ability to perform battery testing or ability to document the baseline readings. Or, the vendor's proposed battery type/model does meet the battery run-time and criteria in paragraphs 4.3.1 or 4.4. Or, the battery string foot print exceeds dimension requirements of paragraph 4.2.7.

Factor 4 Logistics Support

Purpose: Provide warranty support for the ACEPS UPS batteries; and provide battery support equipment such as, battery extraction tool, vent plug wrench, etc. in accordance with Section-C, SOW Paragraph 6.0.

- 4 The post sales warranty is supported by the battery manufacturer. And, battery accessory parts list was submitted and complete. And, support equipment, tools, list was submitted and complete.
- 3 Vendor demonstrated ability to provide post sales warranty support for defective batteries past the contract term. And, battery accessory parts list was submitted. And, support equipment, tools, list was submitted.
- 2 Vendor demonstrated ability to provide post sales warranty support for defective batteries for the contract term. And, battery accessory parts list was submitted. And, support equipment, tools, list was submitted.
- 1 Vendor or battery manufacturer can not provide a battery warranty as specified in the contract. Or, did not furnish either a battery parts list or battery tool list.
- 0 Vendor did not address or demonstrate ability to provide battery warranty service.

M.4 Price Analysis

- a) It is anticipated that proposed prices received resulting from this SIR/RFO will be determined fair and reasonable based on adequate price competition. The FAA will conduct a price analysis to determine price reasonableness based on competition. If reasonableness of price cannot be determined through adequate price competition or by other method(s) of price analysis, the FAA will evaluate additional information required as a result of Provision L.4 herein to establish price reasonableness.
- b) Proposals, whether initial or revised submissions, which are unreasonably low or high may be eliminated from further competition on the grounds of the vendor's failure to comprehend contract requirements.
- c) Proposals that reflect unbalanced prices may be eliminated from further consideration on the basis that such pricing may increase performance risk and could result in payment of unreasonably high prices.
- d) In order to establish an overall estimated contract price for the base and all option periods, the Government will use a price evaluation work sheet to arrive at each vendor's total estimated contract price. Attachment M.1, Sample Price Evaluation Work Sheet, represents an example of how the price evaluation work sheet will be completed using Best Estimated Quantities (BEQs) and unit prices derived from each vendor's proposal at Section B. The sample work sheet "Estimated Quantity Per Year" column will be completed with actual estimated quantities, as found on Section B, since this is a demonstration "Unit Price" column prices are not related to any vendor or supplier costs. All estimated quantities are the same for each proposal. All CLINs are then totaled to provide an estimated total contract price for that vendor for each contract period (five 1-year periods). The Government will complete five (5) price evaluation work sheets for each vendor proposal. The cost/price evaluation team will use these completed price evaluation work sheets as part of the cost/price evaluation.

M.5 Risk Assessment

- a) The FAA will assess each proposal based upon perceived risks to the FAA associated with the offer, to include, but not be limited to, the areas of past performance, technical competence and understanding of the work requirements and reasonableness of offered prices to ensure satisfactory performance of any resultant contract.
- b) A risk assessment will be accomplished at the conclusion of the overall evaluation process (i.e., evaluation of Factors 1 through 4 as well as related pricing).
- c) The risk assessment may be conducted by the IPT and the TET Lead or by an alternate team designated by the IPT. In any event, no member of the TET, other than the TET Lead, may participate in the risk assessment.
- d) Categories to be used in assessing risk to the Government are:
 - Little or no apparent risk
 - Low risk
 - Medium risk
 - High risk
 - Unacceptable risk

M.6 Best Value Determination.

The offer that provides the greatest overall value to the FAA will be selected for award. A technical/price tradeoff will be made. The lowest total evaluated price offer may not provide the greatest overall value to the Government. Best value will be based on the following:

- Technical Evaluation results and ranking of vendors.
- Cost/Price Evaluation - BEA work sheets.
- Risk Assessment.

To arrive at a best value decision, the IPT and Source Selection Official (SSO) will integrate the source selection team's evaluation of the specific criteria described above. While the FAA source selection evaluation team and the SSO will strive for maximum objectivity, the source selection process, by nature, is subjective and professional judgment is implicit throughout the entire process.

M.7 Single Award

Notwithstanding any other provision of this SIR/RFO, award of this contract will be made on the basis of "Best Value to the FAA", with technical being more important than price. Multiple awards will not be considered.